

# **Master Contract**

**between**

**School Board of Okaloosa County**

**and**

**Okaloosa County Education  
Association**

**Agreement reached at the table March 4, 2019  
July 1, 2018 through June 30, 2021**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I - RECOGNITION .....	1
ARTICLE II - RIGHTS .....	1
Section 1 - Association and Professional Rights .....	1
Section 2 - School Board Rights .....	4
ARTICLE III - NEGOTIATIONS PROCEDURES .....	4
ARTICLE IV - GRIEVANCE PROCEDURE .....	5
Section 1 - Definitions .....	5
Section 2 - General Provisions .....	5
Section 3 - Procedures .....	6
Section 4 - Initiation and Procedure (Informal) .....	6
Step I (Formal) .....	6
Step II (Formal) .....	7
Step III Arbitration .....	7
ARTICLE V - EQUITABLE DUTY COMMITTEE .....	7
ARTICLE VI - TEACHING CONDITIONS .....	8
ARTICLE VII - CLASS SIZE AND CLASS LOAD .....	15
ARTICLE VIII - TEACHERS AUTHORITY AND PROTECTION .....	16
ARTICLE IX - GENERAL EMPLOYMENT PRACTICES .....	18
Vacancies .....	18
Vacancies in Promotional Positions .....	18
Summer Program and Summer Academic Program .....	18
Hourly Instructional Program .....	19
Supplemental Positions .....	19
ARTICLE X - TRANSFERS AND REASSIGNMENTS .....	20
Voluntary Transfers .....	20
Involuntary Transfers .....	21

ARTICLE XI - REDUCTION IN PERSONNEL .....	22
Lay-Offs .....	22
Recall.....	22
ARTICLE XII - LEAVES .....	23
Sick Leave .....	23
Paid Personal Leave .....	24
Annual Leave .....	24
Personal Leave Without Pay .....	24
Illness/Injury-in-line-of-duty .....	25
Illness/Injury-in-line-of-duty (Certification) .....	25
Illness/Injury-in-line-of-duty (Claims) .....	25
Illness-in-line-of-duty (Duration of Leave & Compensation) .....	25
Bereavement Leave.....	25
Sabbatical Leave .....	26
Professional Leave With Pay .....	27
Paternal Leave .....	27
Leave of Absence .....	28
Temporary Leave .....	28
Family and Medical Leave Act .....	28
Jury Duty/Witness Leave.....	29
Military Leave.....	29
Domestic Violence Leave.....	29
Emergency Natural Disaster Personal Leave.....	29
ARTICLE XIII - SICK LEAVE POOL .....	31
ARTICLE XIV - PROFESSIONAL DEVELOPMENT .....	32
ARTICLE XV - TEACHER EVALUATION .....	32
Goals for Evaluation .....	32
Procedure for Evaluation .....	32
Disciplinary Action .....	33
General .....	33
ARTICLE XVI - POLITICAL ACTIVITY .....	33
ARTICLE XVII - ACADEMIC FREEDOM .....	34
ARTICLE XVIII - SCHOOL CALENDAR .....	34
ARTICLE XIX - PROFESSIONAL COMPENSATION .....	35

ARTICLE XX - GENERAL.....	40
ARTICLE XXI - WAIVER PROCEDURE .....	41
ARTICLE XXII - VIDEO CAMERAS .....	42
ARTICLE XXIII - TERMS OF AGREEMENT .....	43

## **APPENDIXES**

Appendix A: Official Grievance Form .....	44
Appendix B: Leave Without Pay .....	45
Appendix C: Disruptive Student Removal .....	47
Appendix D: Classroom Visit Request Form .....	58
Appendix E: Salary Schedule .....	59
Appendix F: Supplements .....	64
Appendix G: Waiver Process Checklist.....	66

1 **PREAMBLE**

2  
3 The School Board of Okaloosa County, hereinafter referred to as the "Board" and the Okaloosa County  
4 Education Association, hereinafter referred to as the "Association", having met and negotiated in  
5 accordance with Florida Statutes, Chapter 447 and having reached certain understandings, hereby agree as  
6 follows:  
7

8  
9 **ARTICLE I - RECOGNITION**

10  
11 This agreement is applicable for employees as defined in Certificate Number 4 granted by the Public  
12 Employees Relations Commission on February 14, 1975, and issued to the Okaloosa County Education  
13 Association:  
14

15 The designated bargaining unit includes all certificated employees of the  
16 school district, excluding all Superintendents, Assistant Superintendents,  
17 Chief Officers, Directors, Supervisors, Principals, Assistant Principals,  
18 Administrative Assistants, Program Directors, Specialists, and High  
19 School Athletic Directors.  
20

21 Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers."  
22  
23

24 **ARTICLE II - RIGHTS**

25  
26 Section 1 - Association and Professional Rights  
27

- 28 A. The Board and the Association agree that teachers shall have the right freely to organize, join and  
29 support or to refrain from organizing, joining and supporting the Association. The Board and the  
30 Association undertake and agree that they will not discourage, deprive or coerce any teacher in the  
31 enjoyment of any rights conferred by this Agreement as provided by the Florida Public Employees  
32 Relations Law 447.501.  
33
- 34 B. The Association shall have the right to use school buildings, facilities and equipment as provided  
35 under prevailing Board policies.  
36
- 37 C. The Association shall have the right to post notices of activities and matters of Association  
38 concern in appropriate and specifically assigned space in the teacher's lounge or work room after  
39 such notices have been initialed by the Association President or building representative.  
40
- 41 D. The Association shall have the right to use teacher mail boxes for communication with teachers.  
42 All correspondence must include a return address.  
43
- 44 E. The Board agrees to make available to the Association in response to written requests all matters  
45 of public record at cost. These requests should be addressed to the Chief Negotiator.  
46  
47
- 48 F. Teachers are entitled to full rights of citizenship when so entitled under the laws and Constitution

of the State of Florida and of the United States. In no way is this Agreement intended to add to or delete from these rights. However, it is agreed by both parties to exhaust the grievance procedure prior to proceeding to other remedies.

G. Upon proper request, the Board shall place on the agenda a time for Association business.

H. The following shall constitute the method that the Association and the Administration of the Okaloosa County School District shall proceed in the requesting and granting of release days for the purpose of Okaloosa County Education Association business, School District business, attending of conferences and so forth. It is the intent of this article to define the various types of leave and describe the administrative procedure for each. They are to be considered in separate categories as follows:

1. The Superintendent after receiving from the Association a list of certified delegates shall grant to each Association delegate two (2) leave days with pay for the purpose of attending the Florida Education Association annual convention. The total number of delegates authorized to attend shall not exceed five (5%) percent of the Association membership plus five (5) delegates at large.
2. The Association president or his/her designee shall be granted release time up to 20 days per school year to attend to association business. Examples of how these days might be used include:
  - a) Monitoring of School Board meetings or workshops;
  - b) Monitoring of specific workshops in which the Association has specific interest;
  - c) Attendance at grievance hearings to specifically represent members;
  - d) Conducting building visits; and
  - e) Conducting Association business that cannot be done in other than school time.

It is expressly understood that requests for these days shall be specific in pointing out that the request is for "Association days". The Association shall reimburse the District substitute cost for the use of these days.

3. Leave days for individual professional conference – The Association from time to time desires to send individuals to conferences for education and training. Examples of such conferences in the past included the NEA Southeast Regional Critical Issues Conference and the State of Florida Multi-Cultural conference. The parties agree that often these conferences are beneficial to the school district as well as to the individual. Teachers may be asked to conduct informational meetings after attending such conferences. Request of leave for these purposes shall be sent directly to the Superintendent or his/her designee. The Superintendent shall consider such requests and may grant them on a case by case basis. Denial of TDE would not prevent the individual from taking personal leave to attend such conference.
4. Leave days for lobbying – The past practice has been that the Superintendent has, upon a full listing of the individuals and dates, given TDE to teachers to lobby in Tallahassee. Such a list will be provided to the Superintendent for his/her consideration prior to the

regular session. TDE shall be granted only if the district is reimbursed for the cost of a substitute if one is required.

5. There are members of the Association who hold positions on the executive board of the FEA (the state affiliate) or have positions on standing committees of this organization. The Superintendent and the Association agree it is advantageous to assure that this area has impact on state level decisions but it should not cost the taxpayers of Okaloosa to see that it occurs. Therefore, the Superintendent, upon direct notice to him/her, shall grant TDE for these purposes, only if the district is reimbursed for the cost of a substitute if one is required.
6. The Superintendent may request union involvement on specific committees. TDE for individuals to serve on committees at the behest of the Superintendent or Board shall not count as part of the Association's 20 days.
7. The total number of days used by any one individual from Sections 1, 2, 3, 4, and 5 shall not exceed 19.
8. The Board agrees that the union shall have the option of releasing their president full time or part time (increments of 20% at the secondary level). If the union opts to have the president released part or full time they must notify the Superintendent or his/her designee by June 1<sup>st</sup> of the previous year. The union agrees to reimburse the Board for the appropriate cost of the president to include salary, social security, retirement and any Board paid insurance contributions. At the end of the release, the individual shall be placed in a similar position to what he or she originally held.

All of the above requests should go either directly to the Superintendent or designee and contain the signature of the OCEA president or OCEA executive director.

All of the above requests require the Association to reimburse the school district the full cost of the employee taking leave excluding:

- Collective Bargaining
- Direct Employee representation
- Board Workshops & Meetings
- Grievances
- District committee meetings

I. Any teacher who is a member of the Association or who has applied for membership may execute and deliver to Human Resources a Continuing Membership Authorization authorizing deductions of membership dues in the Association. Such authorization shall continue in effect as long as the Association remains the certified bargaining agent for employees in this unit unless revoked upon thirty (30) days written notice to the Association. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal monthly payments from the teacher's regular salary check beginning with the date of authorization. The deductions shall be remitted monthly to the Association. All retroactive dues will be the responsibility of the Association.

J. The Association agrees to indemnify and hold harmless the Board for any losses or damages arising from the operation of Paragraph I. It is also agreed that neither any employee nor the

Association shall have any claim against the Board for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the employer within thirty (30) calendar days after the date such deductions were or should have been made.

- K. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for any and all programs approved by the Board.
- L. The Association president, his/her designee, and/or the Association faculty representative shall be given an opportunity at the end of each building faculty meeting to present brief reports and announcements.
- M. The Board may advise the Association of any new or modified fiscal, budgetary or tax reforms, construction programs, or major revisions of education policy which are proposed, and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption.

## Section 2 - School Board Rights

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Florida and of the United States. Without limiting the generality of the foregoing, the Board specifically retains the management and control of school properties, facilities, grades and course of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, the fixing of the opening and closing dates of schools, the designation of school holidays and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.
- B. These powers, rights, authority, duties and responsibilities of the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE III - NEGOTIATIONS PROCEDURES**

- A. Negotiations shall begin no later than thirty (30) calendar days after the expiration date of the current Agreement unless both parties agree to an alternate date. The negotiation meetings will be scheduled at reasonable times to allow both parties to participate fully.
- B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on salary, insurance, supplements and one (1) Article of each party's choosing. If either party desires to reopen negotiations under this provision, a written notice must be submitted to the other party by June 1. If such notice is given, negotiations shall be initiated on or before June 20. The negotiation meetings will be scheduled at reasonable times to allow both parties to participate fully. Addendum date will reflect the term of the contract.
- C. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is going to occur in an amount greater than five (5%) percent of the operational revenue before January 1 or greater than two (2%) percent of the operational revenue after January 1, then at the



option of the Board, the Board and the Association shall meet and negotiate in an attempt to resolve the problem created by the loss of such revenue.

The negotiations shall begin within three (3) days after notification of the Association by the Board that said loss of revenue has occurred, or is anticipated to occur. Should agreement not be reached within twenty (20) consecutive working days (Monday through Friday), or both the Board and Association declare impasse, whichever first occurs, then in that event, the Board shall act unilaterally to resolve any problems created by the loss of revenue.

- D. Regardless of the effective date, both parties will abide by language contained in an addendum unless such language has been modified/deleted in a subsequent contract or addendum. Language not modified/deleted will remain in force until such language is readdressed by either party.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 1 - Definitions**

- A. Grievance: A grievance is a claim made by a teacher, or group of teachers, that there has been a violation of specific provision of this Agreement or interpretation of this Agreement.
- B. Party in Interest: A "party in interest" is defined as the person or persons making the claim and any person who might be required to take action or against whom action may be taken in order to resolve the claim.
- C. Immediate Supervisor: An "immediate supervisor" is defined as the person in the chain of authority to whom an individual is primarily responsible.

### **Section 2 - General Provisions**

- A. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
- B. Nothing contained herein shall be construed as limiting the rights of any individual teacher having a problem to discuss the matter informally with the teacher's immediate supervisor in an effort to have the problem adjusted without intervention of the Association.
- C. All grievance meetings will be held at such time and place to enable all parties to fully participate in the process. This time will usually be after school.
- D. All documents, communications and records dealing with the processing of a grievance will be treated as confidential files maintained by the Human Resources Department in so far as the same can be kept confidential while at the same time meeting all requirements of the "sunshine law" and "public documents law."
- E. Based upon the Florida Public Employees Relations Commission (PERC) ruling of September 16, 2003, CA-2003-017, it is agreed that the Okaloosa County Education Association has the right to initiate and process to arbitration grievances that involve the interpretation and application of the parties' collective bargaining agreement. The grievance form will be signed by the President of

the Association.

### Section 3 - Procedures

- A. It is expressly understood that a claim must cite the article violated and clearly demonstrate the violation in order to assist in the administration of the grievance.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum and an effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.
- C. A grievance shall be deemed to have been waived unless presented to the immediate supervisor in Step I within fifteen (15) working days after the event or events on which the grievance is based are known or should reasonably have been known by the grievants.
- D. Failure at any step of this procedure to appeal the grievance to the next step within ten (10) working days (thirty (30) days in the case of arbitration) shall be deemed to be a waiver of further right to appeal.
- E. In the event a grievance is filed on or after April 30, which is left unresolved until the beginning of the following school year, and could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the beginning of the new school year.
- F. Nothing contained herein shall prohibit the grievant from withdrawing the grievance at any step in the grievance procedure.
- G. The grievant shall have the right to have an Association representative present at all levels of the procedure.
- H. There shall be no reprisals taken against any member(s) because they have filed a grievance.

### Section 4 - Initiation and Procedure (Informal)

In the event that teachers believe there is a basis for a grievance, the grievant(s) shall first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally.

#### Step I (Formal)

If the grievant(s) has been unable to resolve the grievance informally, the grievant(s) will invoke formal grievance by filing the prescribed form (Appendix) with the grievant's immediate supervisor with a copy to the Association. Within five (5) work days, the immediate supervisor shall meet with the grievant(s) and shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the grievant(s).

If the Association President or designee and the Superintendent or designee determine that the authority to resolve the grievance lies beyond the immediate supervisor, Step 1 may be skipped

and the parties may agree to have the first formal part of the grievance at the Step II level.

The Association may decide at any level, up to and including Step II, that the grievance lacks merit. The Association will notify the grievant(s) and the principal or immediate supervisor of such a decision.

#### Step II (Formal)

If the grievant(s) is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within ten (10) work days after presentation of the grievance, the grievant(s) may file the grievance in writing with the Superintendent of Schools or designee and notify the Association.

The Superintendent or designee shall represent the Administration at this level of the grievance procedure. Within ten (10) work days after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet with the grievant(s) in an effort to resolve it. Within five (5) work days from the date of the meeting as set forth above, a written decision shall be rendered.

#### Step III Arbitration

If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) working days, the grievance may be submitted to impartial arbitration by the Association. The Association shall submit to the Superintendent within thirty (30) work days, notice of their intent to submit to arbitration. Failure to submit said notice within the thirty (30) days shall eliminate the arbitration step. The American Arbitration Association shall be notified and an arbitrator shall be selected according to its rules.

The arbitrator shall then meet with the two parties for the purpose of making a decision relative to the grievance. The arbitrator's decision shall be rendered following the final meeting and that decision shall be final and binding on the parties. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this Agreement. The grievant(s), or the Association on the grievant's behalf, and the Board shall share equally all expenses of the arbitration.

### **ARTICLE V - EQUITABLE DUTY COMMITTEE**

A. An Equitable Duty Committee comprised of five (5) teachers in each school shall be formed during the last two weeks of each year. The committee shall be formed in the following order: One (1) member shall be appointed by the principal, then two (2) members shall be elected by total faculty ballot, one (1) member shall be an Association member elected at large by the Association members within that school, and then one (1) member shall be appointed by the principal.

1. The committee shall meet as needed, but not less frequently than three (3) times annually.
2. The principal, with the committee, shall schedule instructional personnel for school-related duties which occur within the workday on an equitable basis.
3. The Administration and the Equitable Duty Committee should work together during

- preplanning to identify all possible duties and assign them equitably. The administration shall convene the equitable duty committee as soon as possible to address unforeseeable duties. The committee will equitably assign the duties within contract language.
4. In an effort to provide teachers with relief time in the morning and afternoons as often as possible and at the same time provide for the necessary supervision of students, the above committee will consider the use of assistants, administrative staff, rotation within grade levels, scheduling of teachers and/or other alternatives. All employees should work together to arrange to have classes supervised if a bathroom break is needed outside of regularly scheduled breaks. If a teacher is having a problem having their classes covered in such a situation, the equitable duty committee should be petitioned to come up with a procedure for that particular teacher. All employees shall cooperate with that procedure.
  5. The Equitable Duty Committee at each school site shall be the representative body to serve as the school based paperwork reduction committee. This committee shall periodically recommend procedures to the principal for eliminating, reducing, revising, and consolidating paperwork and data collection requirements.
  6. The individual school budget shall be discussed by the Equitable Duty committee and the principal during the budget process.

## **ARTICLE VI - TEACHING CONDITIONS**

- A. A copy of the school budget shall be readily available to all teachers.
- B. The Board shall equitably provide each teacher with necessary materials required in daily teaching responsibilities.
- C. The administration will provide access to a telephone with privacy for professional calls including long distance calls.
- D. Each teacher shall report any unsafe or hazardous conditions, in writing, to the principal as soon as practicable.
- E. A room shall be provided in each school for necessary teacher conferences with parents or students.
- F. The Board shall provide a reserved parking area for teachers except when substantial capital investment would be needed to accomplish this goal.
- G. When school is not in session, teachers shall be given access to the building for use in conducting school business. This arrangement with the principal will be equitable and scheduled at reasonable times.
- H. Procedure for visitation of a teacher's class by an individual other than School Board Members or district/school administrative/supervisory personnel:
  1. Complete the Classroom Visit Request Form (Appendix F) by the visitor;
  2. All paperwork shall be completed at least 24 hours prior to classroom visit;
  3. Such persons will be issued a visitor's pass;

4. This procedure may be waived with teacher consent.

I. Teachers and administrators accept the joint responsibility to minimize unnecessary schedule changes and unnecessary interruptions by maintenance, custodial or construction workers, inter-communication systems or other such disturbances in classroom/school.

J. Principals are encouraged to confer with teachers on the criteria/method for selection of Department Chairperson, Team Leaders, and Grade Level Chairperson. Principal shall publish criteria/method for selection. Appointments to these positions will be for one (1) year.

K. Custodial service shall be provided by the Board to maintain classrooms and other areas of each school in a clean condition except in cases of emergency.

L. The school performance plan (SPP) will be developed with the input from teachers at each school site.

M. Elementary teachers may use the time during which their students are in special classes as preparation periods. Exceptional student education teachers are entitled to a preparation period the same as elementary classroom teachers. The preparation period will not be preempted for duty or activities not related to lesson planning and preparation.

N. Collaborative Planning Groups will provide to principals a schedule of dates and times they will meet and discuss instructional strategies, practices, and content for a minimum of thirty (30) consecutive minutes once per week. When necessary, principals will flex the personnel's work week to accommodate the thirty (30) consecutive minutes.

O. The length of the teachers' professional day shall be seven and one-half (7.5) hours including a preparation period and a duty free lunch period.

The preparation period shall be not less than one instructional period in secondary school. In a standard week, elementary teachers will have 225 minutes per week during the student instructional day with at least thirty (30) consecutive guaranteed minutes every day.

The duty free lunch period shall be a minimum of thirty (30) minutes. Teachers may be required to remain with the students during the lunch period for three of the first five days of school. The district recognizes the sooner the students can be placed in their regular routine, the better. During an emergency, teachers shall be called back for supervisory duties during the lunch period. (A planned event cannot be considered an emergency.) The duty free lunch period will be waived for preschool handicapped and pre-kindergarten early intervention teachers. However, their work day should be adjusted for a thirty (30) minute duty-free period sometime during the 7.50 hour day.

ESE teachers responsible for IEPs, will be provided four (4) days per school year to complete required paperwork and/or to hold IEP meetings. If an ESE teacher isn't provided a duty period to complete IEP development, or provided a daily paperwork period, in lieu of taking these four days, the ESE teacher may elect to be paid \$750 for the school year for developing students' IEPs on their caseload. The District ESE department will verify each teacher's caseload. However, during a Florida DOE FEFP FTE/Transportation audit year, ESE teachers who elect the payment

option will receive \$900. If the teacher chooses this option and fails to complete the student IEP's, the teacher will forfeit the money and will lose the ability to select the monetary option for three years.

Secondary school teachers will have no more than five (5) regular class periods with at least one (1) preparation period. The preparation period shall not be preempted for duty or activities not related to lesson planning and preparation.

Additional assignments related to the instructional program may be made during the specified day as required. Assignment limitations contained in this paragraph may be waived in case of an emergency.

High school and Vocational principals will have the authority to assign equitably duties during one of the two (2) non-teaching periods. Secondary school teachers and teachers at Vocational schools who teach academic subjects that are also offered at traditional high schools who agree to teach a 6th period in the 7 period day, the 6th teaching period is in lieu of a duty period. Those teachers with 6 classes will have a planning period and will be paid the hourly rate for the 6th class per the salary schedule. When professional development activities are held during duty periods, the 6th period teachers will attend the professional development during planning period. Newly hired teachers with no experience shall not teach more than five (5) periods.

Duties will include but not be limited to:

1. teachers as advisors duties;
2. supervisory duties;
3. study halls;
4. committee assignments for curriculum projects, accreditation projects;
5. teachers who sponsor non-supplemental school clubs and supervise other after-school activities will be given consideration when duties for the second non-teaching period are assigned.

High school teachers who are earning a supplement will have five (5) regular class periods, a planning period and may have a supplement period.

Secondary school teachers and teachers at Vocational schools who teach academic subjects that are also offered at traditional high schools will have no more than five (5) regular class periods with at least one (1) preparation period. Teachers at Vocational Schools shall be given a designated 50 minute time block for planning/preparation.

P. Teachers may be assigned equitably a maximum of eight (8) supervisory and professional duties prior to the time when they would otherwise be required to report for duty in the morning or subsequent to the time they would normally leave in the afternoon. None of these duties may be required on Saturday or Sunday except in the case of an emergency.

1. No more than four (4) of the eight (8) duties will be extracurricular activities such as club-sponsored dances and programs, athletic events, etc., when they occur outside of the contract hours.
2. Teachers are not required to participate in more than one activity during any one week.
3. The aggregate number of such duties should not exceed that of the prior years unless

- conditions clearly require an increase.
4. When a teacher is required to attend faculty meetings, department, grade level and team meetings that extend beyond the teacher's contract hours, that meeting will be considered fulfillment of a duty as described in Article V.
  5. Participation in each open house or orientation fulfills a duty as described in Article V.
  6. A duty is an activity beyond contract hours up to ninety (90) minutes. If a duty extends beyond 90 minutes, it will be counted as two duties.
  7. When faculty meetings are held before or after school and the principal declares attendance at the meeting is "voluntary" in order to avoid counting the meeting as a duty as stated above, the principal must send the content of information discussed to all teachers at the school.
- Q. Teachers' participation in extra-curricular activities beyond the established limit as cited in the above paragraph for which no additional compensation is paid shall be strictly voluntary.
- R. The Board shall make efforts to provide teaching stations which it deems appropriate for all special service and special subject teachers.
- S. Substitute teachers shall be employed for all absent teachers, including special areas, when feasible and/or possible. This statement should not be construed to mean that teachers on duty will be assigned to cover the absent teacher's classroom unless in an emergency.
- T. Teachers shall not conduct bomb searches. At the direction of the principal, teachers shall visually check their area of normal responsibility and report any suspicious items. A teacher's area of normal responsibility shall be defined prior to any visual check.
- U. It will be the teacher's responsibility to provide daily lesson plans. The teacher should have an emergency lesson plan available.
- V. When available, substitute assistants will be employed for absent assistants.
- W. When inclusion is deemed an appropriate placement by the IEP team for a medically fragile student, the teacher, except in emergency situations, will not be responsible for the delivery of specialized health care procedures not specifically delineated as the proper responsibility of certified teaching personnel according to "Guidelines for the Delineation of Roles and Responsibilities for the Safe Delivery of Specialized Health Care in the Educational Setting, May 1, 1990".
- X. The District and the Association shall continue to work together in an effort to make a substitute call-in system a viable system for all employees who require a substitute.
- Reasonable effort will be made by the District to:
1. Provide an adequate pool of qualified substitutes,
  2. Minimize meetings and training sessions on Fridays and any day prior to or immediately following a holiday.

Reasonable effort will be made by the teacher to:

1. Report absences to the nearest quarter of an hour to the system as soon as possible,
2. Report TDE absences and any other planned absence to the system as far in advance as possible.
3. In emergency situations when a teacher is required to leave school and the system is not involved, teachers may voluntarily cover for each other. If a teacher is required to leave for an emergency with more than  $\frac{1}{4}$  of the school day remaining, every effort will be made to secure a substitute. If a substitute cannot be obtained, teachers shall voluntarily cover for each other.
4. When coverage of a class is required for more than a  $\frac{1}{4}$  day and the SEMS system has been notified to obtain a substitute teacher for that absence, yet has been unable to obtain a substitute, that class will not be combined with other classes until all available personnel have been utilized.

Y. Lesson Plan Guidelines

1. Lesson planning is an essential element of effective and highly effective teaching. All teachers are expected to have current plans for the subjects they teach.
2. Lesson planning involves consideration of key elements including the school's SPP initiatives, student learning goals, curriculum standards, essential questions, research-based learning experiences, resources, differentiation, formative and summative assessment, and reflection.
3. The Teacher's sequential lesson plans should be accessible in the classroom at all times. Teachers should have an emergency lesson plan available.

Z. A teacher's social security number shall not be required on attendance sheets at a workshop, conference or in-service.

AA. The District will pay the costs for fingerprinting for instructional personnel when needed for re-certification.

BB. If there are five (5) or more preplanning days, at least two (2) will be no meeting days. If there are four (4) preplanning days, there shall be one (1) flex day available to teachers and one (1) of the four (4) days shall be a "non-meeting" day. If there are three (3) preplanning days, there will be two (2) flex days offered. Flex days are defined as two week days immediately prior to pre-planning. A teacher may elect to work and then take those days off during the other teacher workdays during the school year. Teachers must notify principals in advance as much as possible as to flex days they wish to take. Teachers who elect to utilize flex days before pre-planning shall not be required to attend workshops, meetings, or conferences on those days. Newly hired teachers in the district may be required to use "flex days" and attend new teacher orientation. Teachers will not be required to attend meetings during the teacher workdays at the end of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> nine-weeks grading periods. During post-planning teacher workdays, one faculty meeting may be held, but shall last no longer than one hour.

CC. Peer Mentors for teachers participating in the new teacher orientation program will receive a



stipend when expectations are met of \$650 per year per teacher for mentoring a new teacher on a Temporary Certificate and \$450 per year for consulting mentoring a new teacher on a Professional Certificate (see Appendix J). Teachers new to Okaloosa County with outside experience will be offered a peer mentor in writing. If the teacher accepts, a peer mentor will be assigned, and the mentor will receive a stipend of \$450 after completing the mentoring process. Peer teachers mentors will also receive two days of release time for each beginning teacher assigned for attendance at training, consultation, planning and review of materials. Peer Mentors may not be assigned more than two beginning teachers.

DD. The Association may participate in any beginning of the year new teacher orientation programs.

EE. Instructional Coach Program

The purpose of an Instructional Coach is to provide knowledge and support to classroom teachers as they implement best practices and evidence-based instructional strategies. The Instructional Coach will use methods such as modeling, data analysis, collaborative planning, classroom management strategies, assessment best practices, and collaborative conversations to strengthen instruction and support teacher and student needs.

Teachers, instructional coaches and administrators will meet collaboratively to develop a School Performance Plan (SPP) in the areas of ELA, Math, Science, and Social Studies. This collaborative process will include goal setting, identifying areas of need, and developing differentiated professional learning experiences geared to impact classroom instruction and student achievement. The SPP will serve as the school's guideline for instructional expectations in the classroom. Instructional Coaches may be used to support teachers in meeting those expectations through modeling and other professional development activities as requested by the teacher.

Administration may direct individual grade levels/departments to work collaboratively with the Instructional Coach to support the implementation of the SPP.

Of utmost importance to the program is the trust level developed between the teacher and the Instructional Coach. Consequently, any specific information about what a coach sees in a classroom shall be kept absolutely confidential. Administration should not inquire about specific items that a coach has seen which would impact evaluations or decisions about an individual's continued employment. Evaluation of personnel is to be conducted according to the Master Contract and no information about an individual derived specifically from the Instructional Coaching program shall be used to support decisions in regards to an individual's job status. The Instructional Coach Supervisor and Instructional Coaches shall be instructed not to give such information to the administration and/or other personnel should they ask and further to report any such request to the Superintendent or designee, and the administrators immediate supervisor. Instructional Coaches shall be paid for any days beyond the 196 day rate at the negotiated rate. Coaches will be expected to contact all of their assigned teachers with timely information.

Refusal to implement an Instructional coach methodology will not result in disciplinary action. However, failure to improve a noted area of concern could affect the Teacher's Evaluation. It is not the intent of the district to add to the teacher's work day, specifically because of this program.

Programs shall occur within the 7.50 hour day and teachers should not be required to forfeit planning time involuntarily because of this program. Substitutes shall be provided to help facilitate appropriate communications. OCEA shall be welcome to observe the training of literacy/math/science coaches. If it is determined that an Instructional Coach has violated confidentiality they will not be allowed to continue in this program. If it can be shown that a coach has violated the confidentiality of this program, they will be returned to the classroom if they were transferred originally.

Instructional Coaches will be paid the hourly rate for training if they are required to train outside their normal contract hours unless arrangements are agreed to on flex time before the training occurs.

FF. Employees shall be admitted without charge to any school-sponsored athletic event. The provision shall not apply to state athletic playoff events. The employee will provide some form of identification that verifies their school board employment to gain admission. This shall apply to employees only.

GG. Teachers will use the electronic grade-book when and where applicable.

HH. Employees required to move from one assigned classroom to another shall be provided assistance when moving boxed or packed material from one classroom to another.

II. Communication between parents and teachers is vital. Teachers may choose the form of communication between teacher and parent.

JJ. The mailroom and employee break room will not be used as places for solicitation.

KK. New teachers assigned who are assigned a Peer Mentor and participating in the new teacher orientation program will receive two days of release time for attendance at training, consultation, planning, and review of materials.

LL. After the first two weeks of each semester, teachers must be provided ample written notice before new students or students with schedule changes may be placed in their classes.

MM. Test administration and proctoring responsibilities will be equitably distributed among each school's eligible staff.

NN. Teachers responsible for completing kindergarten report cards will be provided one-half (.5) day of TDE at the end of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> nine-weeks and one (1) day at the end of the 4<sup>th</sup> nine-weeks for the purpose of completing the one-on-one student assessment required to complete the report card. The TDE day shall be taken within the 5 school days prior to the end of each nine week grading period.

OO. DJJ and Winter Break

1. A staff member would be able to have off during winter break by agreeing to do the following:
- a) Work a full day on Veteran's Day on November 11
  - b) Attend job-alike meetings for 2-3 hours at a time (similar to grade level meetings)
  - c) Work at your job site for 2-3 hours at a time
  - d) These hours must be done after your normal workday
  - e) You must sign in and out
  - f) The number of hours completed must be equal to the number of days you want off during winter break (1-4 days)
  - g) Staff can do any combination of number 1, 2, 3 but staff must participate in at least two job-alike meetings.

## **ARTICLE VII - CLASS SIZE AND CLASS LOAD**

- A. Administrators will make efforts within reason to ensure that teacher student ratios are equitable within schools. Administrators will also make efforts within reason to ensure that students are distributed in such a way that no one teacher is tasked with any particular subgroup.

- B. Definitions:

1. Class Size is the number of students assigned to a teacher for a period of instruction. In elementary schools, where one teacher directs all learning, it is the number of students for whom a teacher is responsible daily. In secondary schools or other schools in which teachers are responsible for instruction in a particular subject, it is the number of students for whom a teacher is responsible during a single period.

2. Class Load is the number of ~~pupils~~ students for whom teachers are responsible daily where the teacher is assigned more than one class each day.

If a class consists of two grades, whichever of the two grades' maximum class size is the smallest shall be the maximum class size for that class.

### **3. Maximum Class Size and Class Load**

#### **a. Elementary**

Kindergarten - 1 <sup>st</sup> grade	24*
Grades 2-3	25*
Grades 4-5	28*

\*This does not apply to Special Area Teachers

#### **b. Secondary**

Academic and Vocational	150 (maximum class load)
Physical Education	220 (maximum class load)

- C. Teachers whose class size exceeds the limits listed in Maximum Class Size and Class Load shall request relief from their principal.
- D. The Principal or his designee will explore with the teacher all practical ways either to reduce the class size or to provide relief through local means without commitment of additional funds. If class size and class load cannot be reduced and it is determined that class size and class load has exceeded the maximum, adequate teacher relief will include but not be limited to the following: (1) aides, (2) additional equipment or materials, (3) compensatory time, (4) exchange of students, (5) changing physical space, (6) an additional teacher. The time frame for hiring additional personnel under this provision will be consistent with district personnel policy and Article IX.
- E. Every effort will be made to have not more than three (3) subject area preparations per day.
- F. General Education Elementary teachers who are assigned more than one grade level in their class will receive a \$1,000 annual supplement.
- G. Speech/Language Pathologists, Occupational Therapists and other employees who are required to complete Medicaid billing paperwork will be assigned a maximum of 60 students for whom they must complete reports.

#### **ARTICLE VIII - TEACHERS AUTHORITY AND PROTECTION**

- A. Any case of school related assault upon a teacher, either physically or verbally, shall be promptly reported to the Board or its designated representative. Teachers have the right to report such assault to the appropriate legal authorities. The Board shall save harmless and protect all teachers to the extent of Board liability under the laws of Florida. Time for appearances before a judicial body or legal authority when in connection with any incident in this Article shall result in no loss of wages or reduction in accumulated leave.
- For the purpose of this provision, an “assault” is an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so, and doing some act which creates a well-founded fear in such other person that such violence is imminent.
- B. It is the responsibility of the teacher to maintain a satisfactory level of control and discipline. The Board recognizes its responsibilities to offer reasonable assistance to the teacher in meeting this responsibility.
- C. A teacher may impose classroom discipline where necessary in cases of minor infractions and may use such reasonable force as may be necessary to protect themselves and other students from the disruptive student(s).
- D. Every effort shall be made to informally resolve complaints made against instructional personnel by parents, students, or other individuals. Instructional personnel will be notified and given an opportunity to respond within five (5) working days when the administrator becomes aware of an alleged incident/complaint.

Failure of instructional personnel to respond in a timely manner does not limit the time-line for taking administrative action.

If investigation of a complaint warrants official action, (written notice, reprimand, recommendation for disciplinary action, etc.) documentation including written acknowledgment of instructional personnel must be filed in compliance with Personnel Record laws and rules.

If the incident warrants a formal investigation, the maximum of thirty (30) calendar days shall be the limit for the completion of investigative procedural steps. However, an extension may be granted if both parties agree that additional time is warranted. If an outside agency such as DCF or Law enforcement is involved, the district investigative timeline will be temporarily suspended until the investigation by the outside agency is complete.

E. The Association will be provided a copy of the District's current Progressive Discipline Plan by the start of preplanning each year, and any time a revision is made.

F. Education Discipline

There shall be a Placement Review Committee consisting of a minimum of three members selected at each school during pre-planning. Two teachers and one alternate shall be selected by the faculty. The selection process shall guarantee open nominations and a secret ballot. After the faculty has selected their two teachers and one alternate, the principal shall appoint a school staff member and one alternate. Any expansion of the Placement Review Committee shall maintain the ratio specified in HB 341; two members selected by the faculty for each member appointed by the principal.

A teacher may remove from class a student who has been documented by the teacher to repeatedly interfere with the teacher's ability to teach, or may immediately remove a student whose behavior the teacher determines is so unruly, disruptive, or abrasive that it seriously interferes with the teacher's ability to communicate or with the ability of the student's classmates to learn.

The principal may not return the student to that teacher's class without the teacher's consent unless the Placement Review Committee determines that such placement is the best or only available alternative.

Regular discipline referrals for minor offenses are not dealt with under the provisions of this law. (Section 1003.32, Florida Statutes)

G. Each report of known or suspected child abuse, abandonment, or neglect by a parent, legal custodian, caregiver, or other person responsible for the child's welfare as defined in this chapter, except those solely under s. 827.04(3), and each report that a child is in need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care shall be made immediately to the department's central abuse hotline. Such reports may be made on the single statewide toll-free telephone number or via fax, web-based chat, or web-based report.

- H. When it is known that a student has any of the diseases listed in Okaloosa County School Board Policy Chapter 20 (Communicable Diseases), teachers in immediate contact with that student shall be notified.
- I. All personally addressed mail, either postal or courier, shall not be opened without a teacher's written consent.
- J. No language in Article VIII above will be interpreted to bargain away the rights of students.
- K. Personnel files and letters of reprimand: At the request of an employee, written reprimands, material of a derogatory nature or complaints in an employee's personnel file may be appended with the notice that the material is no longer relevant for disciplinary purposes, provided there has not been a recent incident of a similar problem or complaint.
- L. Employees covered by this collective bargaining agreement shall not have the responsibility of direct supervision of outside non-instructional contractors as amended by SB 988, unless employee volunteers for specific situations.

## **ARTICLE IX - GENERAL EMPLOYMENT PRACTICES**

### **A. Vacancies**

Vacancies shall be defined as any bargaining unit positions to be filled. Posting of vacancies shall comply with Article X, B - Voluntary Transfers.

1. Summer academic, evening or adult education, supplemental positions and other programs in the Okaloosa County School District shall be filled with preference to the more qualified current employee as determined by the Board and Superintendent. Both parties agree that certification takes priority in hiring Summer School employees. This provision shall not be interpreted to prohibit the Board from filling the above named positions from outside applicants.
2. Teachers employed to fill vacancies shall have applied for or have a valid Florida teaching certificate and shall be placed at the appropriate step of salary schedule upon employment, based on experience and training.

### **B. Vacancies in Promotional Positions**

1. Promotional positions are defined as positions included on the Administrative Salary Schedule or twelve (12) month instructional positions.
2. All vacancies in promotional positions, as defined herein, shall be posted in OASIS.
3. Teachers who desire to apply for such vacancies shall submit their applications through OASIS.

### **C. Summer Program and Summer Academic Program**

1. Teachers in the summer program and summer academic program shall be paid in accordance with the salary schedule which is attached to and is an appendix of this agreement.
2. Teachers in the summer program shall be entitled to one and one-half (1.5) sick leave days at the rate of one (1) day of sick leave for twenty (20) work days. If such leave is not used during the Summer Program, the unused summer school leave shall be paid to the employee at the end of the session based on the Summer School Salary Schedule.
3. Teachers employed for summer positions shall be notified by letter stating the conditions under which they will be employed prior to the beginning of their program.
4. Should registrations not be adequate to maintain classes, the teachers shall be paid for the first class period.
5. Positions for summer programs shall be filled by personnel within each school if the programs are held at each school. A principal may seek teachers from other schools in the district if no one is certified to teach a particular course. A principal will notify Human Resources of any unfilled positions; Human Resources will then notify all teachers via the email system of the unfilled positions with instructions on how to notify the Principal of their interest. A substitute may be hired if no other teacher in the district is available to fill the position.
6. Summer programs will rotate on an annual basis among all the schools in a zone unless each school conducts its own program. If a school cannot be in the annual rotation, the teachers at that school will have priority for positions in the year that the summer session would have been held at that school.

D. Hourly Instructional Program

1. All hourly instructional personnel including vocational-technical, adult education and compensatory education programs shall be paid in accordance with the hourly rate on the Salary Schedule and shall not earn sick leave.
2. Instructors appointed for positions in these programs shall be notified stating the conditions under which they will be employed prior to the beginning date of their program.
3. Should registrations not be adequate to maintain classes, the instructor shall be paid for the first class period.

E. Supplemental Positions

1. Supplemental positions shall be those listed in Appendix H. Any additional supplements must meet the provisions of Article XXI (Waiver Procedure).

- 911
- 912 2. The Board and the Association recognize supplemented positions to be those positions
- 913 with duties over and above those of a full-time certificated instructional employee. The
- 914 Board shall make annual appointments of teachers to supplemental positions six (6)
- 915 weeks prior to the end of post school planning when feasible. Once notified of their
- 916 appointments, such teachers shall not be dismissed from supplemental positions without
- 917 just cause for the appointed year.
- 918
- 919 3. Salaries for supplemental positions shall be paid only to persons who fulfill the
- 920 responsibilities of supplemental positions listed in Appendix H.
- 921
- 922 4. When possible, the Board shall notify all supplemental teachers of their supplemental
- 923 calendar prior to post planning of each school year.
- 924
- 925 5. Supplemental positions will be posted, along with the job description, at the appropriate
- 926 work site three (3) working days (exclusive of weekends and holidays), prior to the filling
- 927 of the position.
- 928
- 929 F. A seniority list based upon date of hire in the district will be provided to OCEA on a monthly
- 930 basis.
- 931
- 932
- 933

934 **ARTICLE X - TRANSFERS AND REASSIGNMENTS**

935

- 936 A. The Board and the Association recognize that frequent transfers of teachers from one school to
- 937 another may disrupt the education process and interfere with optimum teacher performance;
- 938 however, they also recognize that some transfers will be necessary for administrative purposes
- 939 and to insure a fair distribution of experienced and qualified teachers throughout the system.
- 940 Management reserves the right for the principal to accept voluntary transfers of certified
- 941 instructional personnel within the school staff prior to advertising.
- 942
- 943 B. Voluntary Transfers
- 944
- 945 1. After consideration of in-school personnel, vacancies that will extend beyond ninety (90)
- 946 days shall be posted utilizing the OASIS program.
- 947
- 948 2. Duration of the posting shall be for two (2) working days. The transfer period will be
- 949 reduced to one (1) working day for two weeks beginning on the first day of preplanning.
- 950
- 951 3. Instructional employees wishing to transfer shall submit an on-line application on-line
- 952 using OASIS.
- 953
- 954 4. In acting on requests for voluntary reassignments and/or transfers the following criteria
- 955 will be applied:
- 956
- 957 a. certification
- 958 b. instructional requirements,



- c. individual or personal qualifications and evaluations,
- d. length of continuous service within the bargaining unit,
- e. specialty experience,
- f. principal's acceptance of applicant.

C. Involuntary Transfers

1. A vacancy should not be filled by means of an involuntary transfer or reassignment unless the transfer is deemed by the Board to be in the best interest of the Okaloosa County School System.
2. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable.
3. Involuntary transfer and reassignment will occur as infrequently as possible and should be limited to meeting the requirements of class size, experience of staff and personal adjustment for specific teachers. Involuntary transfers for any other reason must be approved by the Superintendent, which would provide the teacher the opportunity to address the Superintendent regarding the transfer.
4. No employee shall be involuntarily transferred until management has first given qualified employees the opportunity to transfer voluntarily. When an involuntary transfer or reassignment is necessary, a teacher's (1) areas of certification, (2) evaluation reports of service within the bargaining unit, and (3) length of continuous service within the bargaining unit, will be considered in the order listed in determining which teachers are to be transferred or reassigned. Involuntary transfers shall not be arbitrary, capricious, nor based upon one year's student test scores. In exceptional cases where the problem calling for the transfer or reassignment cannot be resolved because of the limits of the above criteria, a unilateral transfer may be made by the Superintendent. Full justification will be provided the teacher involved and become a matter of record.
5. Employees receiving an involuntary reassignment during the school year to a different room shall receive two (2) preparation days prior to the start of the involuntary reassignment. Employees receiving an involuntary reassignment during the school year not involving a change of rooms shall receive one (1) preparation day prior to involuntary reassignment.
6. The School Board recognizes that extra work is required of teachers when schools are closed and/or realigned. The district will provide as much advance notice as possible to teachers who will be relocated because of school closures and/or realignments, in order to allow as much time as possible to pack materials, supplies, etc., and the manpower necessary to facilitate moving. Also, the District recognizes the need to furnish packing materials and supplies i.e. boxes, tape, etc. The District may choose to give additional days of pay or release relocating teachers from responsibilities related to pre and post planning days.

- 1007  
1008 7. Employees receiving an involuntary reassignment to a different grade level or course  
1009 preparation shall be notified first by the principal or his or her designee.  
1010  
1011 8. Failure by any teacher hired in a teaching and supplemental position to maintain the  
1012 supplemental position could result in an involuntary transfer.  
1013  
1014  
1015

1016 **ARTICLE XI - REDUCTION IN PERSONNEL**  
1017

- 1018 A. The Personnel Department shall notify the Association president or designee of anyone who is  
1019 being placed in lay-off from the bargaining unit before presenting the lay-offs to the School  
1020 Board.  
1021  
1022 B. If a reduction in staff is determined to be necessary, the following procedure shall be controlling:  
1023  
1024 1. Lay-Offs  
1025  
1026 a. Principals shall determine if “layoffs” are necessary at their schools by area of  
1027 certification. Within area of certification, the first to be laid off shall be the teacher  
1028 who does not have a fully completed evaluation score. If there is more than one,  
1029 the teacher with the lowest “teacher performance score” on the evaluation shall be  
1030 the one in lay off. If there are insufficient numbers at the school who do not have  
1031 completed evaluation scores, then the annual contract teacher with the lowest  
1032 current evaluation scores shall be the one in lay off. If there are not sufficient  
1033 numbers of annual teachers at the school, then the PSC/CC teacher who has the  
1034 lowest current evaluation score shall be placed in lay off. When school is in  
1035 session or one (1) week before school is in session, if there are no vacancies to  
1036 place laid off teachers in, then bumping shall occur. Bumping shall occur on a  
1037 district wide basis.  
1038  
1039 b. Should the prohibition against the previous seniority-based system be removed  
1040 judicially or legislatively, the Board and the Association agree to return  
1041 immediately to the previous system.  
1042  
1043 2. Recall  
1044  
1045 a. The Board shall determine the areas of certification and the number of positions in  
1046 which recall will be made and the number of teachers to be recalled.  
1047  
1048 b. Continuing/professional service contract teachers shall be recalled first in inverse  
1049 order of lay-off. Annual contract teachers shall then be recalled. The order of  
1050 recall of annual contract teachers shall be determined by the Board.  
1051  
1052 c. No new teachers shall be hired in a laid-off teacher's area of certification.  
1053  
1054 d. Laid-off teachers shall remain on the recall list until such time as they are recalled

1055 or decline employment.

1056  
1057  
1058 **ARTICLE XII - LEAVES**  
1059

1060 A teacher returning from paid or unpaid leave will be returned to his former or similar position. Such  
1061 teacher shall also be advanced to the appropriate position on salary schedule.  
1062

1063 A. Sick Leave  
1064

- 1065 1. Pursuant to State Statute 1012.61 eligibility, “Any member of the instructional staff who  
1066 is unable to perform his or her duty on account of personal illness, accident disability, or  
1067 extended personal illness, or because of illness or death of father, mother, brother, sister,  
1068 husband, wife, child, other close relative, or member of his or her own household, shall be  
1069 granted leave of absence for sickness by the Superintendent or by someone designated in  
1070 writing by the Superintendent to do so.” “Member of the employee’s own household”  
1071 shall be any individual whose legal residence is the same as the person requesting leave.  
1072 Proof of residence may be driver’s license, utility bill, bank statement, or federal tax form.  
1073 Sick leave shall be taken in hourly increments. In the event an absence exceeds five (5)  
1074 consecutive work days, a certificate from a licensed physician shall accompany the Sick  
1075 Leave Claim.  
1076
- 1077 2. Each member of the instructional staff is entitled to four (4) days of sick leave as of the  
1078 first day of employment of each current year, and thereafter is credited with one (1)  
1079 additional day of sick leave at the end of each month of employment pursuant to Florida  
1080 Statute 1012.61. However, no employee may earn, during a fiscal year, more than a total  
1081 of one (1) day of sick leave for each month of employment.  
1082
- 1083 3. If a teacher is employed for ten (10) months, then he can accrue a maximum of ten (10)  
1084 days per year, provided that such leave shall be taken only when necessary because of  
1085 sickness herein described. Such leave shall be cumulative from year to year without a  
1086 limitation on the number of days to be accrued.  
1087
- 1088 4. Any leave taken under this section that qualifies for leave under the Family Medical  
1089 Leave section of the Article shall be taken in conjunction with the Family Medical Leave  
1090 section.  
1091
- 1092 5. An employee may authorize the use of the employee’s accrued sick leave by a spouse,  
1093 child, parent, current in-laws or sibling who is also a school board employee. The  
1094 following restrictions apply:  
1095
- 1096 a. The recipient may not use the donated leave until all of the recipient’s sick leave  
1097 has been depleted, including sick leave from a sick leave pool if the recipient  
1098 participates in a sick leave pool;  
1099 b. Donated sick leave has no terminal pay value;  
1100 c. The donor may not draw sick leave from a sick leave pool until the donor has used  
1101 unpaid leave for the number of donated days.  
1102

1103 B. Paid Personal Leave

1104  
1105 A member of the instructional staff may use six (6) days of ~~his~~ cumulative sick leave each year for  
1106 personal reasons. These six (6) days cannot be accrued from year to year. No more than six (6)  
1107 personal leave days may be used consecutively. A teacher using personal leave shall make a good  
1108 faith effort to notify the principal or ~~his~~ designee at least twenty-four (24) hours prior to taking  
1109 such a leave. Personal leave shall not be available in any one school on a given student day to  
1110 over fifteen percent (15%) of the teachers except in cases of emergency. Such leave shall be  
1111 granted based upon first notifying the principal.  
1112

1113 C. Annual Leave

- 1114  
1115 1. Full time employees who are employed on a twelve (12) month basis shall accrue annual  
1116 leave as follows:  
1117  
1118 a. An employee with less than five (5) years continuous service in the district at the rate  
1119 of one (1) day per month for each month of full-time employment.  
1120  
1121 b. An employee with five (5) years or more of continuous service in the district at the  
1122 rate of one and one-quarter (1.25) days per month for each month of full-time  
1123 employment.  
1124  
1125 c. An employee with ten (10) years or more of continuous service in the district at the  
1126 rate of one and one-half (1.5) days per month for each month of full-time  
1127 employment.  
1128  
1129 d. An employee with fifteen (15) or more continuous service in the district at the rate of  
1130 one and three-fourths (1.75) days per month for each month of full-time employment.  
1131  
1132 2. Annual leave shall accrue at the close of each month.  
1133  
1134 3. Annual leave shall be approved by the Superintendent upon written request from the  
1135 employee and with prior approval of the employee's immediate supervisor. No employee  
1136 or group of employees may be required to take annual leave.  
1137  
1138 4. This leave may not be taken until accumulated. An employee will be allowed to  
1139 accumulate up to 500 hours.  
1140  
1141 5. Upon retirement or termination for any reason an employee is entitled to full payment at  
1142 his current daily rate for any unused accumulated annual leave up to the maximum allowed  
1143 by School Board Policy.  
1144

1145 D. Personal Leave Without Pay

1146  
1147 Any absence beyond accrued leave must be approved by the School Board prior to the absence  
1148 except in case of documented emergency. Illness with doctor's excuse is considered a documented  
1149 emergency. Other personal/emergency leave requires that written documentation/verification  
1150 accompanies the Request for Leave and that all personal leave has been exhausted.

Absences without approved leave are subject to disciplinary action and/or termination. Employees can be assured that all requests for leave without pay will be submitted to the School Board with a recommendation by the Superintendent for approval or non-approval. Employees on personal leave without pay will not be allowed to switch to paid leave without first coming back to work. This provision shall have no effect on the use of the sick leave pool.

Any leave taken under this section that qualifies for leave under the Family Medical Leave section of the Article shall be taken in conjunction with the Family Medical Leave section.

If an employee is listed on the Leave without Pay report for taking unpaid leave without their supervisor's approval, the employee will be removed from the Leave without Pay report if the employee does not receive an additional warning for twenty-four (24) months.

E. Illness/Injury-in-line-of-duty

Any member of the instructional staff shall be entitled to illness-in-line-of-duty leave when the member is to be absent from duties because of illness from any contagious or infectious disease contracted in the school or injury suffered while on duty.

Illness/Injury -in-line-of-duty (Certification)

Request for illness/injury -in-line-of duty resulting from contraction of contagious disease in school shall require a physician's statement, attached to the leave request from the principal, certifying that the teacher making the request was in contact with the disease within the incubation period.

Illness/Injury -in-line-of-duty (Claims)

Any member of the instructional staff who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file a claim in a manner prescribed in Florida Statutes 1012.61, by the end of each month during which such absence has occurred. The Board shall approve such claims and authorize the payment thereof provided that the Board shall satisfy itself that the claim correctly states the facts and that the claim is entitled to payment in accordance with the provisions of this action.

Illness-in-line-of-duty (Duration of Leave and Compensation)

Leave of any such member of the instructional staff shall be authorized for a total not to exceed ten (10) school days during any school year for illness contracted, or injury incurred from such causes as prescribed above. However, in the case of sickness or injury occurring under such circumstance as the opinion of the Board warrants it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the Board shall deem proper.

F. Bereavement Leave

An employee who suffers the death of an immediate family member will be granted bereavement

leave in the following manner:

1. All permanent employees will be credited with paid bereavement leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandparent, grandchild, or their current in-law or step-relative counterparts.
2. Employees will be credited with the paid bereavement leave on a fiscal year basis. Bereavement leave must be taken within two (2) weeks of the loss or burial and is not cumulative. Employees will not be paid bereavement for days not scheduled to work. Employees are required to attach a copy of the obituary or other satisfactory document to the leave request form.
3. If the funeral is to be held within 250 miles of the employee's home - - the employee shall be allowed to utilize a maximum of three (3) days of bereavement leave.
4. If the funeral is to be held more than 250 miles from the employee's home - - the employee shall be allowed to utilize a maximum of five (5) days of bereavement leave.
5. The use of bereavement leave does not prevent the employee from taking additional sick leave or unpaid leave.
6. Bereavement leave may not be used more than twice during a fiscal year.

#### G. Sabbatical Leave

For the encouragement of continued professional development and the resulting improvements in the quality and level of experience of the teaching staff, sabbatical leave without pay for up to one (1) school year shall be granted by the Board.

1. Any teacher who has satisfactorily completed six (6) consecutive years of teaching in the school district may apply for sabbatical leave.
2. A sabbatical leave without pay may be granted to permit a teacher to engage in study, research, or other reason approved by the Board.
3. A teacher who requires a sabbatical leave for study will be expected to enroll as a full time student at an institution of higher education.
4. The Application for Sabbatical Leave (Appendix D) including a plan for study and/or travel must be submitted to Human Resources as soon as feasible. Applicants will be notified as soon as a decision is reached. A teacher receiving permission to take a sabbatical leave shall inform the Superintendent in writing within fifteen (15) days of the teacher's intention to either accept or decline such leave.
5. Not more than six (6) teachers represented in the bargaining unit shall be granted sabbatical leave during any one (1) school year.
6. Applications for sabbatical leave will be screened by a committee of six (6) members.

Three (3) members of the screening committee are to be appointed by the Superintendent and three (3) members are to be appointed by the President of the Association. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include need, area, and plan of study and/or travel, seniority and past contributions to the school district. In all cases, a teacher making application for the teacher's first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he/she has completed an additional six (6) full years of service in the school district.

7. In addition to the six (6) teachers approved, a list of alternates will be established. The alternates will be ranked according to their precedence, previously established by the committee. Should any of the original choices decline his sabbatical leave due to a change in plans or lack of acceptance in a program, the first alternate shall be notified and considered. This process shall continue through the list of alternate-designees until all approved applications have been utilized.
8. The teacher upon returning will be returned to the teacher's former position or a similar position. Such teacher shall also be advanced to the appropriate position of the salary schedule as if the teacher had been in actual service in the district during the period of sabbatical leave.

#### H. Professional Leave With Pay

1. Members of the teaching profession who are working on an advanced degree or are taking courses to enhance their knowledge of their major field, may be granted professional leave. This professional leave with pay should not exceed a total of six (6) days of pre-school and post-school planning periods during any one (1) year and such professional leave with pay should not be granted in excess of five (5) summers.
2. The Superintendent after receiving from the Association a list of certified delegates shall grant to each Association delegate two (2) leave days with pay for the purpose of attending the Florida Education Association annual convention. The total number of delegates authorized to attend will represent five (5%) percent of the Association membership plus five (5) delegates at large. The Association will reimburse the school district the full cost of the employees attending.

#### I. Parental Leave

1. The School Board shall grant unpaid leave for the purpose of child bearing, adoption and/or child rearing for up to one (1) year, provided sufficient notice is given and that a contractual relationship exists which will be in effect during the period of leave. Prior to the commencement of such leave, the employee may utilize any portion of accrued sick leave. If possible, the effective date for the suspension of services shall be mutually agreed to by the employee and immediate administrative supervisor. Such decisions shall be based on, but not limited to, physical condition, effectiveness in performing assigned

duties, availability of replacement, term of service required for credit for a year of service, and the recommendation of the attending physician.

2. An employee who is in annual contract status and is granted leave shall be duly reappointed and/or under contract to render services for the school year during which the leave will occur before such leave can be approved. Leave granted under these conditions shall not be interpreted to assure reappointment for the subsequent school year. However, the principal shall recommend for or against the employee's reappointment at the time of annual recommendations provided that appropriate written notice of intent to return to work was provided on or before March 1 by the employee. Any employee whose services are not satisfactory and who would not, at the time of leave, be considered for reappointment shall be granted leave for the remainder of the school year only. Under no conditions shall such leave be granted unless the employee has signed a contract or received the Superintendent's notice of reappointment covering the period of the requested leave.

#### J. Leave of Absence

1. A leave of absence without pay of up to two (2) years may be granted to any teacher, upon application, for the purpose of serving as full-time paid officer of a national, state or local professional organization. Upon return from such leave, the teacher shall be returned to his former position or a substantially similar position for which the teacher is certified.
2. Any teacher granted leave of absence as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing school programs during the leave, providing that the premium, in full, for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.

#### K. Temporary Leave

Each principal shall have the authority to equitably release teachers for one and a half (1.5) hours or less of student contact time. Employees may include lunch time to extend the 1.5 hours only if the time gone encompasses regular lunch time. In cases where other staff members are able to conduct missed classes of the excused teacher and a substitute is not required, it shall not be necessary to charge the excused teacher with personal or sick leave.

Teachers must sign out to fulfill this requirement and records of these temporary absences must be maintained, showing the number of such absences involved.

Teachers with children attending a public school may have up to one-half (1/2) day TDE per year to attend their children's school events or parent/teacher conferences. Absences must be coordinated with the teacher's principal to ensure coverage for the teacher. Such leave shall not be for taking field trips with their child or attending field days.

#### L. Family and Medical Leave Act

The Board will comply with the Family and Medical Leave Act of 1993. The Family and Medical Leave Act entitles an "eligible employee" to take up to a total of 12 work weeks of unpaid leave



during any 12-month period for the birth of a child and to care for such child, for the placement of a child for adoption or foster care, to care for a spouse or an immediate family member with a serious health condition, or when he or she is unable to work because of a serious health condition. To be eligible for leave, an employee must have worked for the District for at least 12 months and for at least 1,250 hours during the 12-month period preceding the commencement of the leave. Employee benefits shall not be diminished due to compliance with the Family and Medical Leave Act. Family Medical Leave does include unpaid days taken under Parental/Maternity or absence due to illness.

1. FMLA can be used in conjunction with paid sick leave after paid sick leave is exhausted.
2. FMLA can be used in conjunction with unpaid leave at the onset of the leave period.
3. FMLA can be used in conjunction with parental leave. This language should not be construed to prevent teachers from current option of retaining paid leave days while utilizing parental leave.

M. Jury Duty/Witness Leave

An employee who is required to serve as a juror or subpoenaed to appear as a witness during regular working hours shall be granted paid leave upon proper documentation and application. Parties to a civil act or charged with a criminal violation will not be covered under this provision.

N. Military Leave

Military leave shall be granted to employees to enlist or are inducted into military service or who are members of the Reserves or the National Guard and who request such leave. Compensation allowed during Military Leave shall not exceed seventeen (17) days per calendar year as provided in section 115.14, Florida Statutes.

1. Leave Without Pay

- a. Employees drafted into full-time military service shall be granted leave without pay for the period of required military service. Military orders must be presented with the leave request.
- b. An employee granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filed within six (6) months following the date of discharge.
- c. Following the receipt of the application for re-employment, the school board shall reassign the employee to duty in the school system as soon as possible. Under no circumstances shall the reassignment occur more than six (6) months after the application for re-employment.

O. Domestic Violence Leave

1. An employee may request and take up to three (3) working days of leave from work in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence. The first incident of requesting Domestic Violence Leave shall be paid leave. For the remaining time the employee is with the District, all other incidents of requesting Domestic Violence Leave shall be unpaid.
2. This section applies if an employee uses the leave from work to:
  - a. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
  - b. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
  - c. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
  - d. Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
  - e. Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.
3. Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member, an employee seeking leave from work under this policy must provide to his or her immediate supervisor appropriate advance notice of the leave as required by the Board's policy along with sufficient documentation of the act of domestic violence as required by the Board.
4. An employee seeking leave under this policy must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave, if applicable, that is available to the employee.

P. Emergency Natural Disaster Personal Leave

When schools are reopened following a natural disaster, employees are eligible to apply for emergency natural disaster personal leave with pay when they can substantiate any one of the following conditions:

1. They were unable to return to work because they evacuated the area;
2. They suffered damage to their residence;

- 1438 3. They were requested to participate in relief efforts and are recommended for leave by their  
1439 supervisor;  
1440 4. There were other natural disaster-related circumstances which are documented and they  
1441 are recommended for leave by their supervisor.  
1442

1443 The requests must be approved and recommended by the Superintendent or designee. In no event  
1444 shall such leave exceed five (5) days. Emergency natural disaster personal leave when granted  
1445 shall not be deducted from the employee's sick leave.  
1446  
1447

### 1448 **ARTICLE XIII - SICK LEAVE POOL**

1449

- 1450 A. A sick leave pool shall be established for use by participating teachers.  
1451  
1452 B. Participation in the sick leave pool shall be voluntary on the part of each teacher.  
1453  
1454 C. All full time teachers shall be eligible for participation in the sick leave pool after one (1) year of  
1455 employment by the Okaloosa County School Board provided said teacher has accumulated a  
1456 minimum of twenty (20) days of accrued unused sick leave. Note: the one (1) year of employment  
1457 does not have to be the year immediately preceding entry in the pool. Any year of employment by  
1458 the Okaloosa County School District will satisfy this provision for eligibility as long as the twenty  
1459 (20) days of leave provision is met.  
1460  
1461 D. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave  
1462 balance of the teacher donating such leave and shall not be available to the donating teacher as  
1463 sick leave.  
1464  
1465 E. Any sick leave time drawn from the pool by the participating teacher must be used for the  
1466 teacher's personal catastrophic illness, accident or injury. Pregnancy without complications and  
1467 selective surgery are not considered catastrophic.  
1468  
1469 F. Each participating teacher shall contribute one (1) day of sick leave in the first month of  
1470 eligibility. No other sick leave contributions will be required, except that each participating  
1471 teacher shall be required to contribute an additional one (1) day of accrued sick leave if the sick  
1472 leave pool balance has been reduced below one (1) day for each two (2) participating teachers.  
1473  
1474 1. Teachers shall be eligible to join the sick leave pool during the first twenty (20) school  
1475 days of each school year.  
1476  
1477 2. The teacher who cancels membership in the sick leave pool shall not be eligible to  
1478 withdraw the days of sick leave the teacher has contributed to the pool.  
1479  
1480 G. A participating teacher shall not be eligible to use sick leave days from the pool until all of the  
1481 teachers sick leave has been depleted. A teacher so situated shall be eligible to use up to a  
1482 maximum of ninety (90) days of sick leave from the pool within a twelve (12) month period and  
1483 only for approved absences of five (5) continuous paid days or more.  
1484  
1485 H. A participating teacher who is eligible to use sick leave days from the pool shall not be required to

re-contribute such days, except as a regular contributing member.

- I. A teacher who transfers into another school district within the state shall not be eligible to have sick leave days from the pool transferred to that school board's sick leave pool.
- J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrong doing, the teacher may be required to repay any or all of the teacher's sick leave credits drawn from the sick leave pool at the teacher's regular daily rate of pay. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave utilized by the participating teacher in the sick leave pool.
- K. A sick leave pool committee selected by the Association shall approve or disapprove all requests for withdrawal and shall formulate any additional administrative guidelines as shall be deemed necessary.

#### **ARTICLE XIV-PROFESSIONAL DEVELOPMENT**

- A. Providing opportunities for professional development is a function of the school district as well as the individual schools.
- B. The district assumes the responsibility of record keeping relevant to employees' professional development hours/points earned specific to certificate renewal.
- C. Certified employees may check their professional development history to include hours/points earned relative to certificate renewal through the professional growth program. That program is maintained by the Professional Development department.
- D. The Professional Development Department will pre-approve, in writing, college courses the employee is told to complete, if teaching out of field or for additional certification endorsement. Pre-approval is not required for certificate renewal purposes.
- E. Teachers should be pulled from their classes no more than 37.5 hours per semester and on no more than six (6) occasions for any required professional development.

#### **ARTICLE XV - TEACHER EVALUATION**

- A. Goals for Evaluation

The purpose of the assessment and evaluation process is to enhance instruction for students by assisting teachers in continuous quality improvement of their professional skills. The method designed to achieve this goal must be formalized to the extent it supports decisions on salary, transfers, promotions and dismissals.

- B. Procedure for Evaluation

It is the responsibility of the principal or the immediate supervisor to mark the evaluation of the

individual, within the guidelines of the School District of Okaloosa County Teacher Evaluation Handbook and prepare a plan for observation which will insure:

1. An orientation with teachers prior to the evaluation process to explain the instrument used to support the final evaluation.
2. That teachers will receive their final year end teacher performance ratings prior by May 15<sup>th</sup>.
3. The opportunity for written response by the teacher to be filed with the evaluation.

C. PSC Teachers Moved to 90-day Probation

If an evaluator who is not the principal of the school determines that a teacher who holds a professional service contract is not performing the teacher's duties in a satisfactory manner to the extent that the teacher may be placed on a 90-day notice of unsatisfactory performance, then the principal shall become the official evaluator. Should the decision be made to place the teacher on a 90-day notice of unsatisfactory performance, the principal shall notify the teacher in writing of such determination. The notice must describe such unsatisfactory performance and include notice of all statutory procedural requirements.

D. Disciplinary Action

If disciplinary action against a teacher shall be necessary, it shall at all times be in accordance with Florida Statutes, State Board of Education Regulations, Okaloosa County School Board Policy and this Agreement. No disciplinary action will be taken without just cause.

E. General

Changes made by the Teacher Evaluation Committee to the Okaloosa County Teacher Evaluation Handbook shall be considered temporarily approved until ratified by both the members of the bargaining unit and the Board.

## **ARTICLE XVI - POLITICAL ACTIVITY**

- A. All teachers shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida and provided further that such action does not impair their usefulness in their respective capacities in the Okaloosa County School System.
- B. The right of all teachers, when not actively engaged in their employment, to work and vote for the party and candidate of their choice shall not be questioned, abridged or denied.
- C. All teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money or other things of value, or engaging in any political work or activity against their wishes, under the assumption that failure to do so will in

any way affect their status as employees of the school system.

- D. Participation on the part of teachers in political activity shall be voluntary.

## **ARTICLE XVII - ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution of the United States and the State of Florida, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers in study and investigation of facts and ideas concerning man, human society, the physical and biological worlds and other branches of learning. Teachers will teach the curriculum which shall be open to community and School Board evaluation.
- C. Student grades shall be determined and reported by the classroom teacher whose decision shall be final unless the principal has determined that any grade has been miscalculated. A principal may make reasonable inquiry of a teacher regarding student grades. No teacher shall be coerced into changing a student's grades on assignments, tests, or grades in the teacher's official grade book. Parental challenges to student grades shall follow School Board Policy, Chapter V, Section 8.

## **ARTICLE XVIII - SCHOOL CALENDAR**

- A. The Superintendent shall appoint members and the Association shall appoint members to a school calendar committee to meet and confer in order to establish a tentative recommended school calendar.
- B. The school calendar shall not exceed the statutory limits of 196 teacher work days or 180 student attendance days.
- C. Teachers shall be paid for six (6) holidays during the teachers' school year.
- D. School shall be dismissed early on the last day of school for students.
- E. In the event schools are closed necessitating a change in the calendar the Superintendent or his designee will meet and confer with the Association before making a recommendation to the Board concerning either making days up or appealing to the State Cabinet to excuse days.
- F. The Superintendent or designee shall discuss the calendar for grade submissions for the school year with the Association prior to final adoption. Changes to the grade submission calendar shall only be made after notification and discussion with the association.
- G. During a year when students are not in attendance the entire week of Thanksgiving, twelve-month instructional employees shall work 252 days, however, if students are in attendance, twelve-month instructional employees shall work 254 days.

1630  
1631  
1632 **ARTICLE XIX - PROFESSIONAL COMPENSATION**  
1633

1634 A. The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix G of  
1635 this Agreement.  
1636

1637 B. Teachers hired after July 1, 2001 receive full credit on the salary schedule for all previous  
1638 accredited public school experience and acceptable private school experience.  
1639

1640 Teachers hired prior to July 1, 2001 receive full credit on the salary schedule for all previous  
1641 public school experience in the state of Florida and for out-of-state and private experience up to  
1642 nine (9) years credit as per the initial placement chart.  
1643

1644 Private school experience must be earned in an accredited school which is State or  
1645 Regional accredited and requires state certification. No military experience will be  
1646 used for salary purposes. No credit in excess of that authorized by the salary schedule  
1647 shall be given although no such credit previously granted will be retracted. No credit will be  
1648 given for time which retirement funds have been distributed unless funds were directly rolled  
1649 over to another tax exempt account. This language will be effective upon the ratification of  
1650 this agreement.  
1651

1652 Teachers are responsible for verification of outside experience. Newly-hired teachers will be  
1653 placed at the beginning step of the salary schedule until they present Human Resources with  
1654 verification of previous experience. During the initial year of hire, experience that has been  
1655 verified will be paid retroactive to the date of hire. Teachers who wish to receive credit for  
1656 outside experience after their first year of hire must present documentation to the Personnel  
1657 Services Department before the 1st of the month to be credited for the experience the  
1658 following payroll period, this experience will not be retroactive.  
1659

1660 C. A year's credit for teaching experience shall be allowed for one (1) day over half a year or more of  
1661 actual service within a school year. Parts of two (2) school years may not be combined to meet  
1662 the minimum requirements for one (1) year of service.  
1663

1664 D. Insurance  
1665

1666 1. Health Insurance  
1667

1668 The Board will make available to eligible employees a group health insurance program.  
1669 The Board will offer one insurance plan that is no cost to the employee for employee  
1670 coverage. Other insurance plans available will be offered at a cost share between the  
1671 District and employee to include employee only plans and family plans.  
1672

1673 a. Two-Employee Family Health Coverage - For employees covered under this  
1674 plan the Board shall pay the individual employee's cost for single coverage.  
1675

1676 2. Life Insurance  
1677

The Board will provide all employees a term life insurance policy at an amount not less than \$25,000 without cost to the employee. For those employees age seventy (70) and over the policy in effect will determine the amount of life insurance coverage.

### 3. Dental Insurance

The Board will make available to eligible employees a dental insurance program.

a. The employee individual coverage will be at no cost to the employee.

b. The Board will pay the individual employee cost of the family dental insurance.

c. Two-Employee Family Dental Coverage – For employees covered under this plan the Board shall pay the individual employee's cost for single coverage.

Current employees may add dependents to dental coverage at any time subject to a reduced benefit package outlined in the dental plan.

The above provisions apply to all employees who work eighteen and three-quarters (18.75) or more hours per week. The Board shall continue to pay its contribution towards premiums for any employees injured on the job while they are drawing workers' compensation until final settlement is reached.

New employees desiring to participate in any of the above insurance plans shall pay the premiums for the first three (3) months of eligibility. After three (3) months the Board shall pay the above insurance provisions. Failure of employees to participate during the three (3) months the Board does not contribute shall not affect in any way their ability to participate once the Board's contributions would begin.

E. The Board will provide a minimum of \$25,000.00 life insurance per teacher.

F. The Board provided health, indemnity; dental and life insurance program will be reviewed prior to October 1<sup>st</sup> of each year by the Benefits Oversight Group. Members of this group (Chief Negotiator for the Board, District Finance Officer, Chief Negotiator for the Association, and the Association President) will review any proposed changes to the above named insurance plans (benefits or premiums). Changes to any of the above named plans will be negotiated at the table.

There will be an open enrollment period for the health insurance thirty calendar days for each school year for current employees who wish to enroll or make a change.

Current employees may add dependents to dental coverage at any time subject to a reduced benefit package outlined in the dental plan.

Enrollment changes in medical and dental coverage due to change in status (marriage, divorce, birth, adoption, spouse employment/insurance, etc.) will be allowed within thirty days of the status change.

Changing to indemnity coverage may be done at any time.

Changes in life insurance may be made any time during the year, but subject to medical underwriting.



There will be an open enrollment period for the Board sponsored health, dental, life and indemnity insurance coverage for new employees. The open enrollment period will be the first thirty calendar days of employment for new employees and the first thirty calendar days of the time period the new employee becomes eligible for Board paid coverage.

G. The Board shall pay a teacher for an advanced degree earned from an accredited institution, if the teacher was hired before July 1, 2011. The Board shall pay the teacher for an advanced degree if hired after July 1, 2011, if it is an area that is on the teacher's current certificate. No teacher currently being paid on the advanced degree schedule will be adversely affected by this provision. Payment for the highest level coverage will begin at the beginning of the pay period following receipt of an official transcript reflecting the degree in the Human Resources Department. Employees shall be responsible for furnishing these transcripts.

H. A teacher who has reached normal retirement eligibility according to the FRS Pension Plan and has been credited with ten (10) years of experience earned in Okaloosa County School System shall have ten (10%) percent of the employee's annual salary, excluding supplements paid upon the submission of their resignation and completion of the necessary procedures through the Human Resources Department. The retirement incentive will not be paid to any teacher who continues employment beyond June 30 of the year in which the teacher reaches first eligibility for normal retirement benefits. It shall be the responsibility of each teacher to determine the teacher's eligibility for normal retirement and to meet the requirements set forth in this provision. Employees who are members of the FRS Investment Plan will be held to the same normal retirement eligibility requirements as the FRS Pension Plan members.

I. The Board shall install a Section 125 Flexible Benefits Plan. The Benefits Oversight Group shall make recommendations to the Board regarding set up, installation and operation of the plan.

J. A member of the instructional staff will be paid terminal pay for accumulated sick leave at normal retirement or to his beneficiary if service is terminated by death. If termination of employment is due to the death of an employee, any terminal pay for sick leave will be made to the beneficiary designated on the employee's "Florida Retirement System Beneficiary Designation Form." However, such terminal pay shall not exceed an amount determined as follows:

1. During the first three (3) years of service in the FRS, the daily rate of pay multiplied by thirty-five (35%) percent times the number of days of accumulated sick leave.
2. During years 4, 5, and 6 of service in the FRS, the daily rate of pay multiplied by forty (40%) percent times the number of days of accumulated sick leave.
3. During years 7, 8, and 9 of service in the FRS, the daily rate of pay multiplied by forty-five (45%) percent times the number of days of accumulated sick leave.
4. During years 10, 11, and 12 of service in the FRS, the daily rate of pay multiplied by fifty (50%) percent times the number of days of accumulated sick leave.
5. During and after the 13<sup>th</sup> year of service in the FRS, the daily/hourly rate of pay multiplied by one hundred (100%) percent times the number of days of accumulated sick leave.

Normal retirement is defined as the time you are first eligible to receive an unreduced retirement benefit based on your age or years of service. If you were hired prior to July 1, 2011 you qualify for normal retirement when you are vested (6 years of service) and you have reached age 62 or 30 years of service, whichever comes first. If you are hired after July 1, 2011, you qualify for normal retirement when you are vested (8 years of service) and you have reached age 65 or 33 years of service, whichever comes first.

Members of the instructional bargaining unit will participate in the program offered by the current special pay plans provider to shelter payoffs for annual leave, sick leave, and retirement bonuses from FICA taxes and income taxes to the extent permitted by law.

Should an employee wish to transfer funds from the current special pay plans provider within thirty (30) days of leaving the system, the District will pay for any administrative fees. In addition, the District agrees that if the employee chooses to transfer funds from the current special pay plans provider within thirty (30) days of leaving the system, the District will pay any penalty that is charged because of early withdrawal. Such penalty shall not exceed the 7.50% that would have been paid to FICA. The District will reimburse the employee for any penalty that exceeds the 7.50%. (Payment for annual leave because an employee is changing to a ten-month position from a twelve-month position shall not be part of this agreement).

L. Deferred Retirement Option Program (DROP)

An eligible member of the Florida Retirement System may elect to defer retirement benefits while continuing employment for a specified time not to exceed sixty (60) months following normal retirement age or years of service.

M. The OCEA shall be provided one payroll deduction slot in order to allow their members access to Association sponsored benefit programs. The Board agrees to permit employees to meet with OCEA Benefits Representatives at the employees' convenience, at non-student contact times.

N. A teacher who obtains and maintains the ESOL endorsement or certification on the teacher's teaching certificate will receive \$150 per school year.

O. Teachers may volunteer to supervise activities with administrative responsibilities for \$30 per hour. Teachers shall clearly accept the additional responsibilities for maintaining the facility. Management shall clearly invest in the individual the ability to make immediate decisions as to the facility and the activity for which they are in charge.

P. When a teacher agrees to act as a substitute teacher during the teacher's preparation period, the teacher will be paid \$15 for each class period.

Q. The hourly training rate for workshops, training, and in-services outside of a teacher's contract hours shall be \$13 per hour.

R. Teachers Who Work Less Than Full Time.

1. Teachers who work less than full-time shall be paid based on their regular schedule hourly rate.
  2. Teachers who work in this capacity (less than 4 periods per day) for more than 98 days shall receive credit for 1 year experience on the salary schedule.
  3. Teachers at the secondary level shall be paid 20% of the day (1.5 hours per class).
  4. Secondary teachers may opt to teach 3 periods for 50% of their salary. (The 4.5 hour requirement and planning are waived).
  5. Teachers who teach 50% or more shall have full benefits.
  6. Teachers who voluntarily elect to be placed in part-time positions will teach three (3) classes in secondary schools or three (3) hours in elementary schools without planning or duty time. The two teachers and the principal must agree to the arrangement. These teachers will receive 50% of their salary and the District will pay all benefits.
- S. The district will pay teachers to teach virtual courses (Okaloosa On-Line). Compensation shall be at the rate of \$130 for every student who satisfactorily completes what has traditionally been considered a semester course. Compensation shall be at the rate of \$260 for every student who satisfactorily completes a course for a full one year credit. Teachers shall receive no compensation for students who do not complete the course with at least a D average.
- T. Teachers of homebound students shall be compensated for twenty (20) minutes of planning for every three (3) hours of homebound instruction.
- U. When required to travel during their regular workday to a different worksite(s), teachers shall receive travel reimbursement between those sites.
- V. If a teacher and the principal agree it is educationally necessary for the counselor to be present at a meeting between parents and retained students, counselors may be asked to attend for part of the meeting. Counselors should only be present when the discussion is about testing or issues the counselor is directly involved in. Counselors will be compensated \$25.00 per meeting. The decision about whether or not a counselor will attend the meeting must be decided on an individual basis. The principal and teacher should sign a document which indicates they have agreed that having the counselor for part of the meeting was educationally necessary.
- W. The regular rate of pay for supervising detention outside the regular work day shall be \$10.00 per hour. Any employee who supervises a Saturday detention shall be paid for a minimum of five (5) hours.
- X. Retention plans that involve before and after school tutoring will use the following criteria:
1. Certification in the area to be taught shall be the first criteria. No position shall be offered to a person who is not certified in the area to be taught if there is a volunteer in the bargaining unit who is certified in that area.
  2. Priority will be given to district employees who are members of the instructional bargaining unit.
  3. If more than one bargaining unit member applies, the position should be offered based on

criteria found in *Article X, Section B, #5* of the Master Contract.

4. All certified personnel who tutor in a district or school program shall be compensated at the hourly rate found in Appendix F of the Master Contract. Non-certified personnel shall be compensated at the rate of \$15.00 per hour.
  5. If a teacher feels security problems exist during the teaching period of the remediation program at the school, the teacher should report it to the principal. If this does not resolve the problem, the teacher should forward concerns to the Superintendent.
  6. Tutoring classes should, under best practices, be limited to from 3 to 5 students at one time. Efforts should be made not to exceed 5 students in a tutoring situation.
  7. Teachers should send written documentation of poor behavior to the principal. A student should be moved to another tutor or denied the right to continue in the program.
  8. If a teacher wishes to resign from their tutoring assignment, they may do so with two (2) weeks notice to the principal. The teacher shall suffer no penalty or recrimination as long as adequate notice is given. The principal shall make efforts to fill the position before the full two (2) weeks is up.
- Y. Should an institution of higher learning agree to pay a stipend to an Okaloosa County Teacher for additional work in serving as a supervisory teacher for student teaching, it is permissible for the money to be paid to the teacher. Money provided by the institution should flow through the District to the teacher in compliance with District standard pay procedures. It is understood that the teacher will receive the net proceedings after required deductions (Social Security, Medicare and Medicaid, etc.) Such money shall be considered a one-time bonus and not subject to or creditable for retirement.
- AA. A teacher who completes NG-CARPD training shall receive a \$150 stipend per school year.
- BB. Teachers of special programs which are not funded through annual entitlements that happen outside the contract day will be bargained by the chief negotiators in an MOU.

## **ARTICLE XX - GENERAL**

- A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it no longer violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
- C. Any individual contract between the Board and an individual teacher shall be made expressly subject to the Collective Bargaining Law 447.309(5).

- 1918
- 1919 D. All policies adopted by the Board shall be available in each school.
- 1920
- 1921 E. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or
- 1922 modifying any of its proposals or counter proposals during negotiations leading to this
- 1923 Agreement.
- 1924
- 1925 F. No teacher shall suffer any professional disadvantage as a result of: (1) being a member of the
- 1926 bargaining unit, (2) being a member or non-member of the Association, and (3) participating or
- 1927 not participating in the Association's lawful activities.
- 1928
- 1929

1930 **ARTICLE XXI - WAIVER PROCEDURE**

1931

1932 The following shall constitute the sole process for the waiver of any portion of the Master Contract

1933 between Okaloosa County Education Association and the Okaloosa County School Board.

1934

- 1935 1. Any waiver must be in writing, posted for three (3) working days, and must specify the
- 1936 contractual provision(s) to be waived, the nature and duration of the waiver and the employees
- 1937 affected by the waiver. Such waiver shall be approved by the School Advisory Councils (SAC's).
- 1938 Waivers to the contract that will take effect at the beginning of the next school year must be
- 1939 approved by 80% of the school's instructional personnel no later than April 30th.
- 1940
- 1941 2. There shall be a duly called meeting of all bargaining unit members to fully explain the proposed
- 1942 waiver. A building representative shall call and conduct this meeting.
- 1943
- 1944 3. There shall be a 36-hour minimum between the full disclosure meeting (#2 above) and any waiver
- 1945 vote. The voting period for a contract waiver will not exceed one (1) school day. The voting
- 1946 date, time and place will be announced and posted seventy-two (72) hours in advance of the vote.
- 1947 If a teacher knows in advance that they will be absent the day of the contract vote, they may
- 1948 arrange with the principal and the OCEA building representative to jointly provide the casting of
- 1949 an absentee ballot in advance. Proxy voting and voting by phone will not be allowed.
- 1950
- 1951 4. There shall be a secret ballot vote of all bargaining unit members to approve or disapprove said
- 1952 waiver. Such vote shall include a signature sheet(s). The waiver shall require an 80% approval of
- 1953 the total bargaining unit membership in order to move forward. A valid vote shall not be
- 1954 rescinded.
- 1955
- 1956 5. OCEA shall designate individual(s) to monitor and assist in conducting 1-4 above. The OCEA
- 1957 designee shall be present at the secret ballot vote.
- 1958
- 1959 6. The waiver shall then be presented to the OCEA Executive Board for approval prior to being
- 1960 presented to the Okaloosa County School Board for final approval. A representative shall be
- 1961 available to address questions and concerns prior to the final approval vote.
- 1962
- 1963 7. Waivers shall not extend beyond the school year in which they originally take effect.
- 1964
- 1965 8. Waivers may be extended one (1) year at a time (maximum) if there are no changes in the waiver.

- 1966 Extensions shall require the 80% secret ballot, approval of Okaloosa County School Board and  
1967 OCEA Executive Board only.  
1968
- 1969 9. If an individual disagrees with an approved waiver and can find a certified bargaining unit  
1970 member willing to exchange positions, such exchanging of positions shall be considered and  
1971 efforts made to facilitate said transfer.  
1972
- 1973 1. The waiver procedure shall be initiated prior to applying for any grant or program requiring a  
1974 waiver of the Contract.  
1975
- 1976 2. The waiver form in the appendix shall be the form used.  
1977
- 1978 3. If a school is awarded A+ funds from the State of Florida, a contract waiver by OCEA and the  
1979 Board will not be required for the instructional staff to receive the A+ bonus.  
1980
- 1981
- 1982 **ARTICLE XXII - VIDEO CAMERAS**  
1983
- 1984 A. Employees shall be notified in advance when non-audio cameras/videos are installed in a work  
1985 place. A sign indicating this facility has video cameras for security reasons shall be placed at the  
1986 main entrance to the facility.  
1987
- 1988 B. These cameras are installed for security reasons only.  
1989
- 1990 C. Tapes from video security cameras will not be used to evaluate or discipline employees; however,  
1991 the District will pursue any unlawful acts which are shown on tapes.  
1992  
1993

**ARTICLE XXII – TERMS OF AGREEMENT**

This agreement shall be effective as of July 1, 2018, and shall continue in effect through June 30, 2021. This agreement shall not be extended orally. If a successor agreement has not been reached on the expiration date of this agreement, then the provisions of this contract shall continue until a successor has been ratified by both parties or imposed by the legislative body.

**OKALOOSA COUNTY EDUCATION  
ASSOCIATION**

President

Chief Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

**SCHOOL BOARD OF OKALOOSA  
COUNTY**

Chairman of the Board

Superintendent

Chief Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

# Appendix A

MIS 5218  
Rev 1-92

## SCHOOL DISTRICT OF OKALOOSA COUNTY

### Official Grievance Form - OCEA

Name: \_\_\_\_\_

Worksite: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Relates to what section of Contract:: \_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_

D. Relief Sought: \_\_\_\_\_

Signature

Date

Sequence

**Step I:** Date Submitted: \_\_\_\_\_ Date of Disposition: \_\_\_\_\_

Summary of Disposition: \_\_\_\_\_

Signature

Date

**Step II:** Date Submitted: \_\_\_\_\_ Date of Disposition: \_\_\_\_\_

Summary of Disposition (see attached): \_\_\_\_\_

Signature

Date

CC: Copy to Immediate Supervisor  
Copy to Grievant  
Copy to OCEA (Grievant's Responsibility)

Grievance No. \_\_\_\_\_





Okaloosa County School District  
Human Resource Department

### **Application for Leave Without Pay (LWOP)**

#### **\*NOTICE \*Please Read Thoroughly**

1. Any available Personal Leave days will be charged prior to the first day of Personal Leave Without Pay.
2. A false claim for Leave shall be cause for termination and action seeking revocation of Educator's certificate.
3. The Board **may** approve a request for unpaid Sick Leave for personal reasons and/or parental/maternity leave for a period of up to one (1) year. Personal Leave without pay **shall not** be granted for the purpose of an employee entering into full-time employment in any other position.
4. Leave granted to teachers who holds a contract, does not assure reappointment for the subsequent school year. It is the **responsibility of the employee** on leave to **provide written notice to their principal/ department head prior to March 1st**, if they wish to be considered for reappointment for the subsequent school year. The employee could be placed at a different school/department upon returning from leave.
5. Leave cannot extend from one work/school year into another. A separate request must be submitted when the time period includes portions of two work/school years.
6. Upon return to work following approved leave, it is the responsibility of the employee to immediately contact the Retirement Office in the Human Resources Department.

#### **Directions for Submission**

1. Documentation for Board approval must be submitted with all Leave Without Pay requests to the Human Resources Department.
  - a. Illness with doctor's excuse is considered a documented emergency.
  - b. Other personal/ emergency leave requires that written documentation/verification be submitted with the unpaid leave form.
  - c. Professional and Sabbatical leave request require documentation specifying reason, institution, degree seeking, etc.
2. Military Leave requests must be submitted with a copy of orders.
3. Upon completion of the request form, make a copy of the form for your records then submit the form to the Personnel Services Department.

2066  
2067

## Appendix B (continued)

MIS 5034  
Rev 5/15



Okaloosa County School District  
Human Resource Department  
**Application for Leave Without Pay (LWOP)**

Employee Name: \_\_\_\_\_ EID# \_\_\_\_\_  
Last First Middle

Job Title: \_\_\_\_\_ Department/School: \_\_\_\_\_

---

**To be filled out by Employee and signed by Principal/Department Head**

**I. Type of Leave Requested**

- ☐ Illness
- ☐ Personal Leave Without Pay Specify Reason: \_\_\_\_\_
- ☐ Parental/Maternity Leave Without Pay ☐ Professional Leave Without Pay
- ☐ Sabbatical Leave Without Pay ☐ Political Campaign
- ☐ Line-of-duty Injury/Illness: Workers Compensation-Insurance Department ONLY
- ☐ Military Leave: ☐ With Pay (17days max. per calendar year) ☐ Training (excess of 17 days-without pay)
- ☐ Active Duty (without pay)

**II. Duration of Leave Requested**

From: \_\_\_\_\_ To: \_\_\_\_\_  
MM/DD/YY MM/DD/YY

Or Specific Individual Dates: \_\_\_\_\_

Total Time Requested: Days: \_\_\_\_\_ Hours: \_\_\_\_\_

**III. Signatures**

I attest that the information completed above is accurate and true and I have read the Notice on the cover page of this form.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

I recommend ☐ APPROVAL ☐ DISAPPROVAL of this request and understand this employee could return to this school or department upon termination of leave, if approved.

\_\_\_\_\_  
Principal/Department Head Signature

\_\_\_\_\_  
Date

**For Human Resource ONLY**

☐ Approved ☐ Disapproved Board Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assistant of Superintendent of Human Resources

\_\_\_\_\_  
Authorized School Board Signature

2068

## *Okaloosa County Education Association*

*348 Walparaiso Drive ♦ Walparaiso, FL 32580 ♦ 850/678-5940*

### **Disruptive Student Removal**

This packet of information contains the following:

- Overview of Disruptive Student Removal
- Procedures for Disruptive Student Removal – Continual Ongoing Disruption
- Procedures for Disruptive Student Removal – One Time Incident
- Procedures for Disruptive Student Removal – ESE Students
- MIS Form #4272 – Request for Removal of Student
- Memorandum of Agreement – School District of Okaloosa County Request for Removal of Student
- Copy of the law (1003.32 Florida Statutes)

***OCEA – FEA – NEA – AFT***

Appendix C (continued)

**Procedures for Removal of a Disruptive Student From the Classroom  
Continual Ongoing Disruption**

- a. Begin documentation in a file referencing the specific disruptive acts of the student in question. Include in this the date, time, location, specific incident, how the learning process was interrupted, the problems encountered because of the student's misbehavior or how the disruption affected the other student's ability to learn.
- b. Denote all disciplinary measures taken by you, both informal and formal, to correct the student's misbehavior for each disruption and/or incident.

**Examples of informal discipline:**

Teacher-student conference  
Move the child's seat in the classroom  
Teacher-parent conference  
Teacher-parent-student conference  
Note or phone call to the parent  
Administrator-student conference  
Teacher-administrator-student conference  
Teacher-administrator-parent-student conference

**Examples of formal discipline:**

Time-out  
After school detention  
Written office referral/reprimand  
Assignment of written work  
(i.e., report, code of conduct)

- c. Not all of the above examples of disciplinary measures need to have been taken in order to request permanent removal of the offending student from the classroom. However, parent contact is one of the most essential pieces of documentation. Additionally, there should be several formal means of discipline recorded including documentation of office referral to the principal.
- d. Once you believe you have sufficient documentation fill out MIS Form No. 4272. Attach a **copy** of all of your documentation – not the originals. You should always maintain control of your original records.
- e. Make another copy of all records. Keep the original documents and the extra copy in a safe place.
- f. Turn in the MIS Form No. 4272 and all attached records to the school principal. If all documentation is in order the principal is required to:
  - Give notification to the student's parent/legal guardian
  - Notify the Placement Review Committee members and alternates and schedule the committee meeting
  - Notify you of the schedule for the Committee meeting
  - Make the Request for Removal of Student documents available for the parent/legal guardian and Committee members to review
  - The principal may not return the student to your classroom until the Placement Review Committee reviews the request and renders a decision

## Appendix C (continued)

### Procedures for Removal of a Disruptive Student From the Classroom One Time Incident

A student may be removed from a teacher's classroom if a single act of behavior is so severe, egregious, or abusive that it seriously interferes with the teacher's ability to communicate or with the ability of the student's classmates to learn.

- a. Write up a discipline referral form and send the student to discipline. Maintain a copy of this referral.
- b. Fill out MIS Form No. 4272.
- c. Write a thorough statement fully explaining the episode that occurred. Make sure to include all the supporting details of the incident, any existing evidence and the names of any individuals who are witnesses.
- d. Attach a **copy** of all your documentation to MIS Form No. 4272. You should always maintain control of your original records.
- e. Make another copy of all records. Keep the original documents and the extra copy in a safe place.
- f. Turn in the MIS Form No. 4272 and all attached records to the school principal. If all documentation is in order the principal is required to:
  - Give notification to the student's parent/legal guardian
  - Notify the Placement Review Committee members and alternates and schedule the committee meeting
  - Notify you of the schedule for the Committee meeting
  - Make the Request for Removal of Student documents available for the parent/legal guardian and Committee members to review
  - The principal may not return the student to your classroom until the Placement Review Committee reviews the request and renders a decision
- g. This entire process, including the Committee's decision, must be completed within five (5) school days.
- h. If the principal does not believe the incident is severe enough to meet the threshold criteria\* for involving the law, he or she is required to convene the Placement Review Committee that same school day for a preliminary review of the documentation. The Committee, not the principal, will decide if the incident is severe enough to proceed.

**\*the incident in question was disturbing enough to seriously interfere with your ability to communicate or with the ability of your students to learn**

Appendix C (continued)

**Procedures for Removal of a Disruptive Student from the Classroom  
ESE Students**

- a. You would follow the exact procedures as explained for continual ongoing disruption or for a one-time incident.
- b. If an active I.E.P. is in place for the student, the principal is required to notify the District's Exceptional Student Education Director or his/her designee. This individual would determine whether a potential finding by the Placement Review Committee to reassign the student to a different classroom would qualify as a "Change in Placement" that would require a formal I.E.P. process.
- c. The ESE Department is required within a twenty-four hour period following the request of the principal to provide written determination as to whether the Placement Review Committee can exercise full jurisdiction over the decision to remove the student or should make a preliminary determination for removal and refer any final action to the ESE Department.
- d. Until such a decision is rendered, the student may not be placed back in your classroom.

**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**DISRUPTIVE CHILD**  
**REQUEST FOR REMOVAL OF STUDENT**  
**(Pursuant to 1003.32 F.S.)**

Date of Request: \_\_\_\_\_ School: \_\_\_\_\_

Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Requesting Teacher: \_\_\_\_\_

Class Period/Subject: \_\_\_\_\_

Does this student have an active I.E.P.? \_\_\_\_\_ Yes \_\_\_\_\_ No

Has this student been referred to school administration for disciplinary reasons by you this school year?

\_\_\_\_\_ Yes \_\_\_\_\_ No If Yes, Number of Referrals: \_\_\_\_\_

Have you contacted the parent regarding this student's conduct this school year?

\_\_\_\_\_ Yes \_\_\_\_\_ No If Yes, Number of Contacts: \_\_\_\_\_

I am requesting removal of this student from my classroom under the following Threshold Provision of Chapter 1003.32 F.S. (check one)

- \_\_\_\_\_ (A) The subject student has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. ATTACH DOCUMENTATION OF REPEATED CONDUCT AS REQUIRED BY LAW.
- \_\_\_\_\_ (B) The subject student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. ATTACH NARRATIVE OF CONDUCT AND ANY SUPPORTING DOCUMENTATION.

\_\_\_\_\_  
Teacher's Signature

**FOR COMMITTEE USE ONLY**

- \_\_\_\_\_ 1. This request does not meet the statutory threshold for removal of a student under 1003.32 F.S., and the student may be returned to the requesting teacher's classroom.
- \_\_\_\_\_ 2. This request meets the statutory threshold for removal of a student under 1003.32 F.S., and the decision of the Placement Review Committee is that the student:
- \_\_\_\_\_ (A) is to be removed from the requesting teacher's classroom; OR
- \_\_\_\_\_ (B) is to be returned to the requesting teacher's classroom because such placement is the best or only available alternative; OR
- \_\_\_\_\_ (C) is to be referred to the District's ESE Department.

Date: \_\_\_\_\_ Chairperson's Signature: \_\_\_\_\_

**Memorandum of Agreement  
Okaloosa County Education Association  
And  
Okaloosa County School Board**

The following shall constitute the agreement between OCEA and the School Board as to administrative procedures when a teacher requests removal of a student under F.S. 232.271. References to this procedure should site "Request for Removal of Student Procedural Guidelines."

Michael E. Fumsky 11/4/98 Rebecca Spivey 11.4.98  
OCEA Date School Board Date

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Acknowledged before me this 4th day of November, 1998, and is personally known to me.

Marilyn C. Bryan  
Marilyn C. Bryan  
Notary Public

My commission expires:



Marilyn C. Bryan  
MY COMMISSION # CC699375 EXPIRES  
March 29, 2002  
BONDED THRU TROY FAIR INSURANCE, INC.



Appendix C (continued)

**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**REQUEST FOR REMOVAL OF STUDENT**  
(Pursuant to 1003.31 F.S.)

In accordance with the provisions of 1003.32 F.S. and Article VIII(E) of the Master Contract between the Okaloosa County School Board and the Okaloosa County Education Association, teachers are provided a process whereby they may request the permanent removal of a student from their classroom based upon certain statutory threshold criteria that must be properly documented and set forth in the teacher's request to have the student removed for disruptive conduct. In accordance with the provisions of the Instructional Master Contract, this procedure is not to be used by teachers for regular discipline referrals for minor offenses. In order to provide direction to both teachers and administrators in carrying out the provisions of this law and to establish procedures for the proper handling of a request for removal of a student, the following guidelines are hereby implemented by joint agreement of the Superintendent of Schools and the Okaloosa County Education Association.

In order to initiate a process for the removal of a student from a classroom the following steps should be followed:

- b. The teacher must first fully complete MIS Form #4272 and deliver the form together with all required exhibits and documentation to the school Principal or his/her designee. (Failure to attach documentation for a threshold request under 1003.32 F.S. or failure to recite alleged conduct as a basis for removal under 1033.32 F.S. will cause the request to be inadequate to meet the statutory threshold criteria and the school Principal may return the student to the requesting teacher's classroom without further process under the statute or the Master Contract). If the teacher's documentation is complete then the Principal shall not return the student to the requesting teacher's classroom until the Placement Review Committee acts under sections 2 or 4 hereunder.
- c. Upon receipt of the completed Request For Removal of Student (MIS Form #4272), if the school Principal reasonably believes that an issue exists as to whether or not the Request For Removal of Student meets the statutory threshold criteria, then the Principal shall convene the school's Placement Review Committee that same school day for a preliminary review of the request including all attached documentation. During this preliminary review process, the Committee is not required to conduct a hearing or to receive any further information beyond the documentation initially submitted to the Principal by the requesting teacher. If the Committee finds that the statutory threshold criteria has not been met under the request as submitted, then the requesting teacher shall be so advised and the student shall be returned to that teacher's classroom immediately after the Committee's findings.
- d. In the event that the Request For Removal of Student and attached documentation appears to meet the statutory threshold criteria when submitted, then the Principal shall:
  - a. Notify the parent/legal guardian of the student that the Request For Removal of Student has been filed and discuss the process that will be followed. In the course of

## Appendix C (continued)

the initial discussion with the parent/legal guardian, the Principal may offer the opportunity for a voluntary transfer of the student from the requesting teacher's classroom to another classroom if the parent/legal guardian consents. In that event no further Committee process will be necessary. In the event the parent/legal guardian wants to proceed with the Committee process, then the Principal shall immediately provide a full copy of the Request For Removal of Student package to the parent/legal guardian together with information regarding the date, time and place of the Placement Review Committee meeting to consider the request. (In accordance with Florida law the entire process, including the Committee's decision, must be completed within five (5) school days of the removal of the student from the classroom).

- b. Notify the Placement Review Committee members and alternates of the filing of the Request For Removal of Student and the schedule for the Committee meeting to consider the request.
- c. Notify the requesting teacher of the schedule for the Committee meeting and request the teacher's attendance and participation in the proceeding.
- d. Make the Request For Removal of Student package, including all attachments and other documentation as submitted by the requesting teacher, readily available for review by the individual Placement Review Committee members and alternates, at their request, in a confidential setting. (NOTE: These documents are student records and all requirements for confidentiality of these records must be carefully protected.)
- e. The Placement Review Committee proceeding shall be conducted as follows:
  - a. A committee chairperson shall be designated by the Committee to preside.
  - b. The Committee shall, at a minimum, receive the following information and presentations in the course of their consideration of the Request For Removal of Student:
    - i. The requesting teacher may present his/her request for all supporting documentation and other information to the Committee.
    - ii. The student and his/her parent/legal guardian shall be allowed to respond to the teacher's allegations and present additional documentation or information in support of their position.
    - iii. The Principal or his/her designee shall be entitled to present any relevant information to the Committee regarding the request and shall be available as a resource to the Committee during this process.
    - iv. After receiving all available information, the Committee shall close the proceeding with the parties and, within a time frame not exceeding five (5) school days from the initial removal of the student from class, shall render a decision as to whether or not the student should be returned to the classroom or be reassigned to another classroom. The actual reassignment of the student shall be carried out by the school Principal who shall determine, in accordance with the established practice at that particular school, the new teacher and classroom to which the student shall be reassigned.

## Appendix C (continued)

- v. At the conclusion of the Placement Review Committee's deliberations, the Request For Removal of Student and all documentation attached to the request shall be returned to the School Principal for proper filing in accordance with confidentiality requirements applicable to student records.
- c. If either the teacher or the student brings additional witnesses to the Committee Meeting, all such individuals should be requested by the Committee Chairperson to remain outside of the committee meeting room until they are called by the teacher or student to present their specific information for the Committee's consideration.
- d. Both the teacher and the student may bring legal counsel or another representative with them to the Committee Meeting.
- f. In the event that the Request For Removal of Student indicates that there is an active I.E.P. in place for the subject student, then the school Principal shall immediately notify the District's Exceptional Student Education Director or his/her designee for a determination as to whether a potential finding by the Committee that the student should be reassigned to a different classroom would qualify as a "Change in Placement" that would require a formal I.E.P. process. The ESE Department shall, within twenty-four hours of the request by the school Principal, provide to the Principal a written determination as to whether or not the school's Placement Review Committee should exercise full jurisdiction over a decision on the pending Request For Removal of Student or should simply make a preliminary determination as to whether or not the student's conduct would qualify for removal from the current classroom and then refer any final action on such removal to the ESE Department.

**1003.32 Authority of teacher; responsibility for control of students; district school board and principal duties.**--Subject to law and to the rules of the district school board, each teacher or other member of the staff of any school shall have such authority for the control and discipline of students as may be assigned to him or her by the principal or the principal's designated representative and shall keep good order in the classroom and in other places in which he or she is assigned to be in charge of students.

(1) In accordance with this section and within the framework of the district school board's code of student conduct, teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring the safety of all students in their classes and school and their opportunity to learn in an orderly and disciplined classroom:

- (a) Establish classroom rules of conduct.
- (b) Establish and implement consequences, designed to change behavior, for infractions of classroom rules.
- (c) Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.
- (d) Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district school board personnel.
- (e) Assist in enforcing school rules on school property, during school-sponsored transportation, and during school-sponsored activities.
- (f) Request and receive information as to the disposition of any referrals to the administration for violation of classroom or school rules.
- (g) Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.
- (h) Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.
- (i) Press charges if there is a reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities.

(j) Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.

(k) Use corporal punishment according to school board policy and at least the following procedures, if a teacher feels that corporal punishment is necessary:

1. The use of corporal punishment shall be approved in principle by the principal before it is used, but approval is not necessary for each specific instance in which it is used. The principal shall prepare guidelines for administering such punishment which identify the types of punishable offenses, the conditions under which the punishment shall be administered, and the specific personnel on the school staff authorized to administer the punishment.

2. A teacher or principal may administer corporal punishment only in the presence of another adult who is informed beforehand, and in the student's presence, of the reason for the punishment.

3. A teacher or principal who has administered punishment shall, upon request, provide the student's parent with a written explanation of the reason for the punishment and the name of the other adult who was present.

(2) Teachers and other instructional personnel shall:

(a) Set and enforce reasonable classroom rules that treat all students equitably.

(b) Seek professional development to improve classroom management skills when data show that they are not effective in handling minor classroom disruptions.

(c) Maintain an orderly and disciplined classroom with a positive and effective learning environment that maximizes learning and minimizes disruption.

(d) Work with parents and other school personnel to solve discipline problems in their classrooms.

(3) A teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the student code of conduct under s. [1006.07](#). The principal shall respond by employing the

## Appendix C (continued)

teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

(4) A teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

(5) If a teacher removes a student from class under subsection (4), the principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention program as provided by s. [1003.53](#); or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established under subsection (6) determines that such placement is the best or only available alternative. The teacher and the placement review committee must render decisions within 5 days of the removal of the student from the classroom.

(6)(a) Each school shall establish a placement review committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. A school principal must notify each teacher in that school about the availability, the procedures, and the criteria for the placement review committee as outlined in this section.

(b) The principal must report on a quarterly basis to the district school superintendent and district school board each incidence of a teacher's withholding consent for a removed student to return to the teacher's class and the disposition of the incident, and the superintendent must annually report these data to the department.

(c) The Commissioner of Education shall annually review each school district's compliance

with this section, and success in achieving orderly classrooms, and shall use all appropriate enforcement actions up to and including the withholding of disbursements from the Educational Enhancement Trust Fund until full compliance is verified.

(d) Placement review committee membership must include at least the following:

1. Two teachers, one selected by the school's faculty and one selected by the teacher who has removed the student.
2. One member from the school's staff who is selected by the principal.

The teacher who withheld consent to readmitting the student may not serve on the committee. The teacher and the placement review committee must render decisions within 5 days after the removal of the student from the classroom. If the placement review committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the district school superintendent.

(7) Any teacher who removes 25 percent of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.

(8) Each teacher or other member of the staff of any school who knows or has reason to suspect that any person has committed, or has made a credible threat to commit, a crime of violence on school property shall report such knowledge or suspicion in accordance with the provisions of s. [1006.13](#). Each district school superintendent and each school principal shall fully support good faith reporting in accordance with the provisions of this subsection and s. [1006.13](#). Any person who makes a report required by this subsection in good faith shall be immune from civil or criminal liability for making the report.

(9) When knowledgeable of the likely risk of physical violence in the schools, the district school board shall take reasonable steps to ensure that teachers, other school staff, and students are not at undue risk of violence or harm.

**History.**--s. 127, ch. 2002-387; s. 36, ch. 2003-391.

Appendix D

**Classroom Visit Request Form**

1. Name \_\_\_\_\_ Date \_\_\_\_\_
2. Phone No (day) \_\_\_\_\_ (evening) \_\_\_\_\_
3. Student Name \_\_\_\_\_
4. Date & time of requested classroom visit \_\_\_\_\_
5. Purpose of Classroom Visit Request (check all that apply)
  - A) Observation of student behavior \_\_\_\_\_
  - B) Observation of student work habits \_\_\_\_\_
  - C) Observation of student social skills \_\_\_\_\_
  - D) Other (explain) \_\_\_\_\_  
\_\_\_\_\_

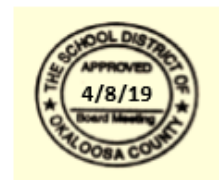
Teacher \_\_\_\_\_

Please reschedule to \_\_\_\_\_ (date) because \_\_\_\_\_

(Teacher is responsible for contacting the visitor if the date has been rescheduled.)

## Appendix E

**SCHOOL DISTRICT OF OKALOOSA COUNTY  
GRANDFATHERED INSTRUCTIONAL SALARY SCHEDULE  
FISCAL YEAR 2018-2019  
EFFECTIVE JULY 1, 2018**



Step	BACHELOR'S	MASTER'S	SPECIALIST	PHD
1	34,641	36,547	38,279	40,012
2	35,505	37,457	39,233	41,008
3	36,388	38,391	40,208	42,028
4	37,294	39,347	41,209	43,075
5	38,223	40,327	42,236	44,149
6	39,175	41,331	43,287	45,247
7	40,151	42,360	44,366	46,374
8	41,150	43,416	45,469	47,528
9	42,176	44,497	46,603	48,712
10	43,225	45,604	47,764	49,925
11	44,300	46,740	48,953	51,167
12	45,404	47,903	50,171	52,442
13	46,535	49,096	51,421	53,747
14	47,693	50,319	52,701	55,085
15	48,882	51,572	54,013	56,457
16	50,100	52,855	55,357	57,864
17	51,346	54,172	56,735	59,304
18	52,626	55,519	58,148	60,780
19	53,935	56,903	59,597	62,294
20	55,280	58,320	61,081	63,845
21	56,655	59,772	62,601	65,436
22	58,067	61,260	64,160	67,066
23	59,512	62,786	65,758	68,736
24	60,993	64,349	67,396	70,446
25	62,513	65,951	69,075	72,200
26	64,069	67,593	70,794	73,998
27	65,665	69,276	72,557	75,840
28	67,300	71,001	74,363	77,730
29	68,975	72,769	76,214	79,665
30	70,693	74,581	78,113	81,647

### **INITIAL PLACEMENT - ALL POSITIONS**

1. All Florida Public School experience may be counted.
2. Teachers hired prior to July 1, 2001, may bring in up to nine (9) years of out-of-state public and/or private experience combined. Private school experience must be earned in an accredited school.
3. For all teachers hired July 1, 2001, or after, all experience earned in schools requiring a state or Department of Defense certification will be counted.
4. Employees shall not be given credit for years for which they are currently drawing retirement dollars.
5. All Florida and out-of-state experience when combined shall not exceed step 30 on initial placement chart.
6. The one (1) year's credit will be awarded when the number of days under contract exceeds one day over half the number of days in the contract year.

## Appendix E (Continued)

### **INSTRUCTIONAL EMPLOYEES HIRED PRIOR TO JULY 1, 2011**

Employees shall be paid based on the column of the salary schedule that corresponds with the level of their teaching degrees.

Employees who choose to remain on the grandfathered salary schedule will move one (1) step per year until step 30 is reached provided the following two criteria are met:

1. The employee received a performance rating of Highly Effective or Effective in the previous fiscal year.
2. "Pay for Performance" Highly Effective employees' salary increase is greater than 2.49%.

Employees who choose to participate in Pay for Performance will not move one (1) step per year; however, those individuals rated as Highly Effective and Effective will receive percentage increases based on annual negotiations.

### **INSTRUCTIONAL EMPLOYEES HIRED JULY 1, 2011, THROUGH JUNE 30, 2014**

Employees shall be paid based on the Bachelor's column of the salary schedule. An employee holding an advanced degree shall receive a supplement provided the advanced degree is in the individual's area of certification. Qualifying individuals shall receive supplements in the following amounts:

Master's Degree	\$	2,273.00
Specialist's Degree	\$	4,547.00
Doctorate's Degree	\$	6,820.00

Employees who choose to remain on the grandfathered salary schedule will move one (1) step per year until step 30 is reached provided the following two criteria are met:

1. The employee received a performance rating of Highly Effective or Effective in the previous fiscal year.
2. "Pay for Performance" Highly Effective employees' salary increase is greater than 2.49%.

Employees who choose to participate in Pay for Performance will not move one (1) step per year; however, those individuals rated as Highly Effective and Effective will receive percentage increases based on annual negotiations.

### **INSTRUCTIONAL EMPLOYEES HIRED JULY 1, 2014, OR LATER**

Employees shall be initially paid based on the Instructional Performance Pay Placement Chart. An employee holding an advanced degree shall receive a supplement provided the advanced degree is in the individual's area of certification. Qualifying individuals shall receive supplements in the following amounts:

Master's Degree	\$	2,273.00
Specialist's Degree	\$	4,547.00
Doctorate's Degree	\$	6,820.00

These individuals are not eligible for step increases as they must participate in Pay for Performance. Individuals rated as highly effective and effective will receive percentage increases based on annual negotiations.

### **TWELVE MONTH PERSONNEL**

Instructional salary schedule figures divided by ten (10) and multiplied by twelve (12), plus supplement if authorized for the position.

### **HIGH SCHOOL BAND DIRECTORS - HIRED PRIOR TO JULY 1, 2014**

High school band directors who were hired prior to July 1, 2014, and were paid salaries based on Appendix H - Differentiated Pay Schedule (Supplements) shall receive the same improvements that are negotiated for the grandfathered salary schedule. Their salaries were determined by their respective school's student population level as reflected in the table below.

1200+ Students	\$	94,642
600 - 1199 Students	\$	88,462
100 - 599 Students	\$	73,008



## Appendix E (Continued)

### **HIGH SCHOOL BAND DIRECTORS - HIRED JULY 1, 2014, THROUGH JUNE 30, 2018**

High school band directors who were hired between July 1, 2014, and July 17, 2018, were initially paid salaries based on their respective school's student population level as reflected in the table below. These individuals must participate in Pay for Performance. Individuals rated as highly effective and effective will receive percentage increases based on annual negotiations.

1200+ Students	\$	94,642
600 - 1199 Students	\$	88,462
100 - 599 Students	\$	73,008

### **HIGH SCHOOL BAND DIRECTORS - HIRED JULY 1, 2018, OR LATER**

High school band directors who are hired July 1, 2018, or later shall be placed on the appropriate step of the Instructional Performance Pay Placement Chart in accordance with their verified years of experience. These individuals are not eligible for step increases as they must participate in Pay for Performance. Individuals rated as highly effective and effective will receive percentage increases based on annual negotiations.

In addition to the salary noted above, high school band directors will receive supplements based on their respective school's student population level as reflected in the table below. The initial supplement will be calculated by subtracting the salary noted in the paragraph above from the amount shown in the table below. The initial supplement amount remains constant and does not change based on any pay for performance salary increases which may be granted in any given year. Note: All years of experience claimed by a newly hired employee must be submitted and verified prior to the calculation of the initial annual supplement.

1200+ Students	\$	94,642
600 - 1199 Students	\$	88,462
100 - 599 Students	\$	73,008

### **SUPPLEMENTAL HOURLY RATE**

Rates, applicable for Summer School Teachers, regular teachers who teach a period beyond contractual obligation, or adult education teachers are as follows:

Bachelor's Degree	\$	32.42
Master's Degree	\$	36.91
Specialist's Degree	\$	40.13
Doctorate's Degree	\$	43.28

### **INITIAL PLACEMENT FOR SPECIFIC TYPES OF POSITIONS**

New ROTC instructors shall be placed on the salary schedule as ten (10) month employees in the appropriate column at the least step to guarantee their Minimum Instructor Pay. After initial placement, ROTC instructors shall move one step each year until they reach the top of the salary schedule. Initial placement shall be in lieu of experience in teaching and no credit shall be granted for years teaching prior to initial placement.

Teachers at the two vocational schools and occupational specialists new to the system shall bring in experience under the following conditions:

1. Maximum of nine (9) years for like work experience. Work experience is defined as having one day over half the number of work days in the year.
2. Teaching experience shall be granted according to Article XIX-B.
3. If years of work experience and teaching experience are combined, the number of years combined shall not exceed nine (9).
4. No credit previously granted for teaching and work experience will be retracted.

School psychologists and guidance counselors may receive up to five (5) years credit for verified full-time work as a licensed therapist in a non-school environment in lieu of previous experience in a public or accredited private school. Credit will NOT be allowed for experience in both an education setting and a professional setting. Speech, Occupational & Physical Therapists shall be given credit for all verified experience as a licensed therapist in the State of Florida and up to nine (9) years of credit for verified experience in another state. Social Workers may receive up to nine (9) years of credit for verified full-time work as a licensed Social Worker in a non-school environment in lieu of previous experience in a public or accredited private school.

5. Annual contract column shall only apply to teachers who are newly hired to the Okaloosa County School District after September 2, 2009. Newly hired shall include employees returning after a break in service.

## Appendix E (Continued)

### DIFFERENTIATED PAY

1. Differentiated pay related to C, D, and F schools will be as follows:

<u>Differentiated Pay</u>	<u>School Grade</u>	<u>Description</u>	<u>Annual Amount</u>
Highly Effective	C	First Full Year Only	\$2,576
Highly Effective	D	First Full Year Only	\$5,151
Highly Effective	F	First Full Year Only	\$5,151

An individual must be transferring from an "A" or "B" school to be eligible.

If an individual works at more than one school, the differential shall be pro-rated based upon the percentage of time assigned to the school.

2. Differentiated pay related to Okaloosa County School District's 'difficult to staff job titles' will be \$515 per year. The District and Union will meet each October to determine the difficult to staff job titles based on the previous three years. Teachers who hold a certificate in one of these designated areas and currently teach the subject listed on the certificate shall be awarded the differentiated pay. Those who only fit this criteria part of the day shall receive a pro-rated share.
3. Differentiated pay in the amount of \$103 shall be paid to instructional and administrative personnel assigned to a Title I school. If an individual works at more than one school, the differential shall be pro-rated based upon the percentage of time assigned to the school.

### LONGEVITY

Employees who are on Step 30 of the School District of Okaloosa County instructional grandfathered salary schedule as of June 30 of the previous fiscal year shall be eligible for a \$75.00 monthly stipend.

# Appendix E (Continued)

## SCHOOL DISTRICT OF OKALOOSA COUNTY INSTRUCTIONAL PERFORMANCE PAY PLACEMENT CHART FISCAL YEAR 2018-2019 EFFECTIVE JULY 1, 2018



STEP	BACHELOR'S	MASTER'S	SPECIALIST	PHD
1	34,641	N/A	N/A	N/A
2	35,505	N/A	N/A	N/A
3	36,388	N/A	N/A	N/A
4	37,294	N/A	N/A	N/A
5	38,223	N/A	N/A	N/A
6	39,175	N/A	N/A	N/A
7	40,151	N/A	N/A	N/A
8	41,150	N/A	N/A	N/A
9	42,176	N/A	N/A	N/A
10	43,225	N/A	N/A	N/A
11	44,300	N/A	N/A	N/A
12	45,404	N/A	N/A	N/A
13	46,535	N/A	N/A	N/A
14	47,693	N/A	N/A	N/A
15	48,882	N/A	N/A	N/A
16	50,100	N/A	N/A	N/A
17	51,346	N/A	N/A	N/A
18	52,626	N/A	N/A	N/A
19	53,935	N/A	N/A	N/A
20	55,280	N/A	N/A	N/A
21	56,655	N/A	N/A	N/A
22	58,067	N/A	N/A	N/A
23	59,512	N/A	N/A	N/A
24	60,993	N/A	N/A	N/A
25	62,513	N/A	N/A	N/A
26	64,069	N/A	N/A	N/A
27	65,665	N/A	N/A	N/A
28	67,300	N/A	N/A	N/A
29	68,975	N/A	N/A	N/A
30	70,693	N/A	N/A	N/A

### **INITIAL PLACEMENT - ALL POSITIONS**

1. All Florida Public School experience may be counted.
2. Teachers hired prior to July 1, 2001, may bring in up to nine (9) years of out-of-state public and/or private experience combined. Private school experience must be earned in an accredited school.
3. For all teachers hired July 1, 2001, or after, all experience earned in schools requiring a state or Department of Defense certification will be counted.
4. Employees shall not be given credit for years for which they are currently drawing retirement dollars.
5. All Florida and out-of-state experience when combined shall not exceed step 30 on initial placement chart.
6. The one (1) year's credit will be awarded when the number of days under contract exceeds one day over half the number of days in the contract year.

**APPENDIX F  
DIFFERENTIATED PAY SCHEDULE  
FISCAL YEAR 2018-2019  
EFFECTIVE JULY 1, 2018**



**MIDDLE SUPPLEMENT**

**Notes:** (1) ALL SUPPLEMENTS ARE AVAILABLE FOR BOYS AND GIRLS TEAMS  
(2) COMPLIANCE WITH TITLE IX GUIDELINES WILL BE STRICTLY ENFORCED  
(3) SUPPLEMENTS NOT COVERED IN THIS CONTRACT MUST MEET THE PROVISIONS OF THE WAIVER  
PROCEDURE AS OUTLINED IN ARTICLE XX  
(4) JUSTIFICATION MUST BE PROVIDED IF AN INDIVIDUAL IS RECEIVING SUPPLEMENTS FOR CONCURRENT  
ACTIVITIES

1 Band Director	6,551
2 Football/Tackle Head Coach	5,346
3 Basketball Head Coach	3,932
Cheerleader Sponsor	3,932
Choral Director	3,932
Dance Team Director	3,932
Football/Tackle Coach - Assistant	3,932
4 Athletic Director	3,536
5 Academic Team Coach	2,307
Annual Sponsor	2,307
Baseball Coach	2,307
Cross Country Coach	2,307
Golf Coach	2,307
Soccer Coach	2,307
Softball Coach	2,307
Speech Sponsor	2,307
Swim Coach	2,307
Tennis Coach	2,307
Track Coach	2,307
Volleyball Coach	2,307
6 Basketball Coach - Assistant	2,307
7 Team Leader	1,378
8 School Based Staff Development Coordinator	1,378
9 National Board Certified Teacher	2,102

Middle Schools will be allocated Team leaders at the rate of one (1) team leader per one hundred and twenty-five (125) students. There will be a minimum of six (6) at each school.

**ELEMENTARY SUPPLEMENT**

<u>Grade Level Chairperson</u>	
One Kindergarten	1,378
One First Grade	1,378
One Second Grade	1,378
One Third Grade	1,378
One Fourth Grade	1,378
One Fifth Grade	1,378
One Special Area	1,378
Academic Team Coach	2,307
School Based Staff Development Coordinator	1,378
National Board Certified Teacher	2,102

Effective for the 1994-1995 school year, experience credit will not be added to any supplemental positions. Individuals in supplemental positions, for which experience credit has been granted, shall be grandfathered at the prior year's experience level.

**Note:**  
Supplements for District School Psychologist, District Speech Therapist, District Occupational Therapist, District Physical Therapist, EH/EBD Teachers, and Mental Health Counselors are listed on the High School Supplements page under Item #7.

**APPENDIX F  
DIFFERENTIATED PAY SCHEDULE  
FISCAL YEAR 2018-2019  
EFFECTIVE JULY 1, 2018**



**SENIOR HIGH SUPPLEMENT**

Notes: (1) ALL SUPPLEMENTS ARE AVAILABLE FOR BOYS AND GIRLS TEAMS  
 (2) COMPLIANCE WITH TITLE IX GUIDELINES WILL BE STRICTLY ENFORCED  
 (3) SUPPLEMENTS NOT COVERED IN THIS CONTRACT MUST MEET THE PROVISIONS OF THE WAIVER  
 PROCEDURE AS OUTLINED IN ARTICLE XX  
 (4) JUSTIFICATION MUST BE PROVIDED IF AN INDIVIDUAL IS RECEIVING SUPPLEMENTS FOR CONCURRENT  
 ACTIVITIES

	<u>(1200 Students)</u>	<u>(600-1199 Students)</u>	<u>(100-599 Students)</u>
1 Band Director - Moved to Salary Schedule			
2 Basketball Coach	5,895		
3 Football/Tackle Coordinator	5,501		
4 Band Director - Assistant	5,243		
Cheerleader Sponsor	5,243		
Choral Director	5,243		
Dance Team Director	5,243		
Football Coach - Assistant	5,243		
Football Coach - JV	5,243		
5 Baseball Coach	4,026		
Softball Coach	4,026		
6 Football Coach - JV Assistant	3,932		
7 District Occupational Therapist	3,000		
District Physical Therapist	3,000		
District School Psychologist	3,000		
District Speech Therapist	3,000		
EH/EBD Teacher	3,000		
Mental Health Counselor	3,000		
8 Academic Team Coach	2,307		
Annual Sponsor	2,307		
Baseball Coach - Assistant	2,307		
Basketball Coach - Assistant	2,307		
Basketball Coach - JV	2,307		
Competitive Cheerleading	2,307		
Cross Country Coach	2,307		
Flag Football	2,307		
Golf Coach	2,307		
Lacrosse	2,307		
ROTC	2,307		
Soccer Coach	2,307		
Softball Coach - Assistant	2,307		
Speech Sponsor	2,307		
Swim Coach	2,307		
Tennis Coach	2,307		
Track Coach	2,307		
Volleyball Coach	2,307		
Weightlifting Coach	2,307		
Wrestling Coach	2,307		
9 Voc Agriculture Sponsor	1,958		
10 Cheerleading Sponsor - Assistant	1,833		
Flag Football - Assistant	1,833		
Newspaper Sponsor	1,833		
Soccer Coach - Assistant	1,833		
Track Coach - Assistant	1,833		
Volleyball Coach - Assistant	1,833		
11 Department Chairperson	1,705	1,378	1,378
12 School Based Staff Development Coordinator	1,378		
13 Future Farmers of America Sponsor	1,311		
14 Behavioral Analyst	1,046		
15 National Board Certified Teacher	2,102		

Senior High Schools will have six (6) supplements to include Math, Social Studies, Science, Language Arts, Vocational and Exceptional Child, and Physical Education and Driver Training.

Effective for the 1994-1995 school year, experience credit will not be added to any supplemental positions. Individuals in supplemental positions, for which experience credit has been granted, shall be grandfathered at the prior year's experience level.

Appendix G

**Checklist for Waiver Process**

School: \_\_\_\_\_

Specific Waiver & Article Affected: \_\_\_\_\_

Reason for Waiver: \_\_\_\_\_

---

**Please include/answer the following:**

Secret Ballot

Copy of Ballot \_\_\_\_\_

Total Bargaining Unit Members: \_\_\_\_\_

Yes votes \_\_\_\_\_

No votes \_\_\_\_\_

Is the yes vote 80% of the bargaining unit members? Yes \_\_\_\_\_ No \_\_\_\_\_

Signature Sheet: \_\_\_\_\_

Date original posted: \_\_\_\_\_

Date of the vote: \_\_\_\_\_

SAC Approval \_\_\_\_\_ Date \_\_\_\_\_

**RETURN THIS AND ALL SUPPORTING DOCUMENTS TO THE OCEA OFFICE.**